

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 20 day of JUNE 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Economic & Planning Systems, Inc., located at 730 17th Street, Suite 630, Denver, Colorado 80202-3511 hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2017.516 Local Financing Study and the Contractor's response to the RFP 2017.516 Local Financing Study attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall commence upon receipt of Notice to Proceed and be completed by January 31, 2018.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of one hundred nine thousand three hundred and eighty dollars (\$109,380).

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

- 8.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
- 8.1.1. Each Occurrence: \$1,000,000
- 8.1.2. General Aggregate: \$2,000,000
- 8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. Workers' Compensation Insurance: Per Colorado Statutes
- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared

suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. WARRANTY:

10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

11. TERMINATION:

11.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

11.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be

given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

12. MUTUAL UNDERSTANDINGS:

- 12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 12.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 12.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other

provision in the future, unless such waiver has rendered future performance commercially impossible.

12.7. **Force Majeure:** Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

12.8. **Notice:** Any notices given under this Agreement are deemed to have been received and to be effective:

1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;

2) Immediately upon hand delivery; or

3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Long Range Planning Department
Contact: Abel Montoya, Director
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, CO 80601
Phone: 720-523-6842
E-mail: amontoya@adcogov.org

Department: Adams County Purchasing
Contact: Liz Estrada, Contract Specialist III
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6052
E-mail: lestrada@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Economic & Planning Systems, Inc.
Contact: Daniel R. Guimond, Principal
Address: 730 17th Street, Suite 630
City, State, Zip: Denver, CO 80202
Phone: 303-623-3557
E-mail: dguimond@epsdenver.com

- 12.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- 14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

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CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Economic & Planning Systems, Inc. 6/2/2017
Company Name Date

Daniel R. Guinard
Signature

Principal
Title

Daniel R. Guinard
Name (Print or Type)

Andrew M. Kaudtson
Signature

Managing Principal
Title

Andrew M. Kaudtson
Name

Note: Registration for the E-Verify Program can be completed at:
<https://www.vis-dhs.com/employerregistration>.

It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

Approach and Scope of Work

The scope of work outlined in this proposal is intended to develop tools provide Adams County with a clear understanding existing and upcoming major infrastructure investments and how those investments will be financed through various financing strategies. The goal is to allow the County to improve the quality of life for residents in a manner that is both equitable and fiscally sustainable. This study will provide a clear summary of existing financial obligations and revenue sources, evaluate alternative infrastructure investment strategies, identify additional public financing tools, and provide an implementation strategy for the near-, mid-, and long-term.

Conducting this study was one of the primary recommendations of the *Making Connections Plan* that adopted by the Adams County Planning Commission in October of 2016 and ratified by the Adams County Board of County Commissioners in December of 2016. One of the key components of the *Making Connections Plan* was the identification of the Top 40 projects that had the potential to provide the greatest positive impact to Adams County. This list was narrowed down to a Top 10 list that reflected detailed analysis and prioritization through additional input from the public, the TAC, a focus group, and a prioritization charrette with the TAC/Project Partners. At the top of this list was a recommendation for the County to complete a local financing study to identify strategies to pay for and manage investments that create the most improved quality of life, dispersed equity, and highest return on investment.

Economic & Planning Systems (EPS) has developed the following scope in response to this recommendation and more specifically to the Request for Proposals (RFP) issued by Adams County. The project has been given good definition by staff and EPS has largely followed the Scope of Services outlined in the RFP. However, EPS has also outlined four points which we believe highlight the key elements of a successful project.

Elements of Success

1. Provide a Vision

Adams County has outlined a set of priorities for providing a reliable multimodal transit network and an improved utility infrastructure system that allow the County to continue to provide superior public services that benefit local residents, land owners, and businesses. The goal of this study will be to build on that work by providing the County with the tools necessary to evaluate financing strategies for specific infrastructure improvement plans that improve the general quality of life in the county in a manner that is fiscally sustainable.

A successful project will need to both enforce and further this vision by providing specific tools and strategies that allow the County to continue to grow in a fiscally sustainable manner that is based on comprehensive research and analysis and has the support of the public and elected officials.

2. Collaborate

The most effective plans are those for which buy-in is already in place, prior to preparing the final deliverable. We seek ways to incorporate input from the Project Management Team and community stakeholders such that the plan speaks to both needs and opportunities and has traction politically and economically.

The scope of work outlined in the RFP references ongoing meetings with the Adams County Project Management Team, a Technical Advisory Committee (TAC), and the Board of County Commissioners. It is the goal of this team to not only maximize these opportunities but to maintain a collaborative relationship between meetings and presentations that fully leverages the goals and knowledge base of County staff and community stakeholders.

3. Iterate

The first solution, ranging from infrastructure investment strategy to funding tool, is not likely to be the best one. We believe that an iterative process leads to better outcomes and build this approach into all we do. As a result, we anticipate multiple iterations to various components of this analysis that are continually being updated and revised to reflect input from County staff and other key stakeholders.

4. Implement

While the research and analysis outlined in this scope of work will provide a comprehensive overview of local financing strategies, this analysis will only truly be useful if it provides Adams County with the information and tools necessary to implement the recommendations of this study. This philosophy will be maintained at every step of this process and will inform both the interim and final deliverables outlined in the scope of work described below.

Scope of Services

Using the key elements of success outlined above as a guideline, EPS has developed a broad project scope that includes a summary of the key deliverables and analysis included in the original RFP. This scope of work is described in detail in the following sections and summarized graphically on the following page.

The following scope of services identifies tasks and subtasks that represent important components of the analysis. We have used these to allocate time by task and subtask (provided later in this proposal) and suggest that the County use this as a point of departure for developing the work program for the project. EPS and Wilson & Company (the "Project Team") are thoroughly committed to a collaborative approach and look forward to incorporating suggestions from the client team on ways to tailor the scope to match the needs of the community.

Task 1: Project Meetings and Presentations

Task 1.1 – Project Management Meetings

At the onset of this project, the Project Team will meet with staff at the County and key stakeholders and outline a summary of key deliverables (such as reports, memorandums, presentations, survey and focus groups, and key meetings) as well as provide an overview of the project schedule and significant project milestones.

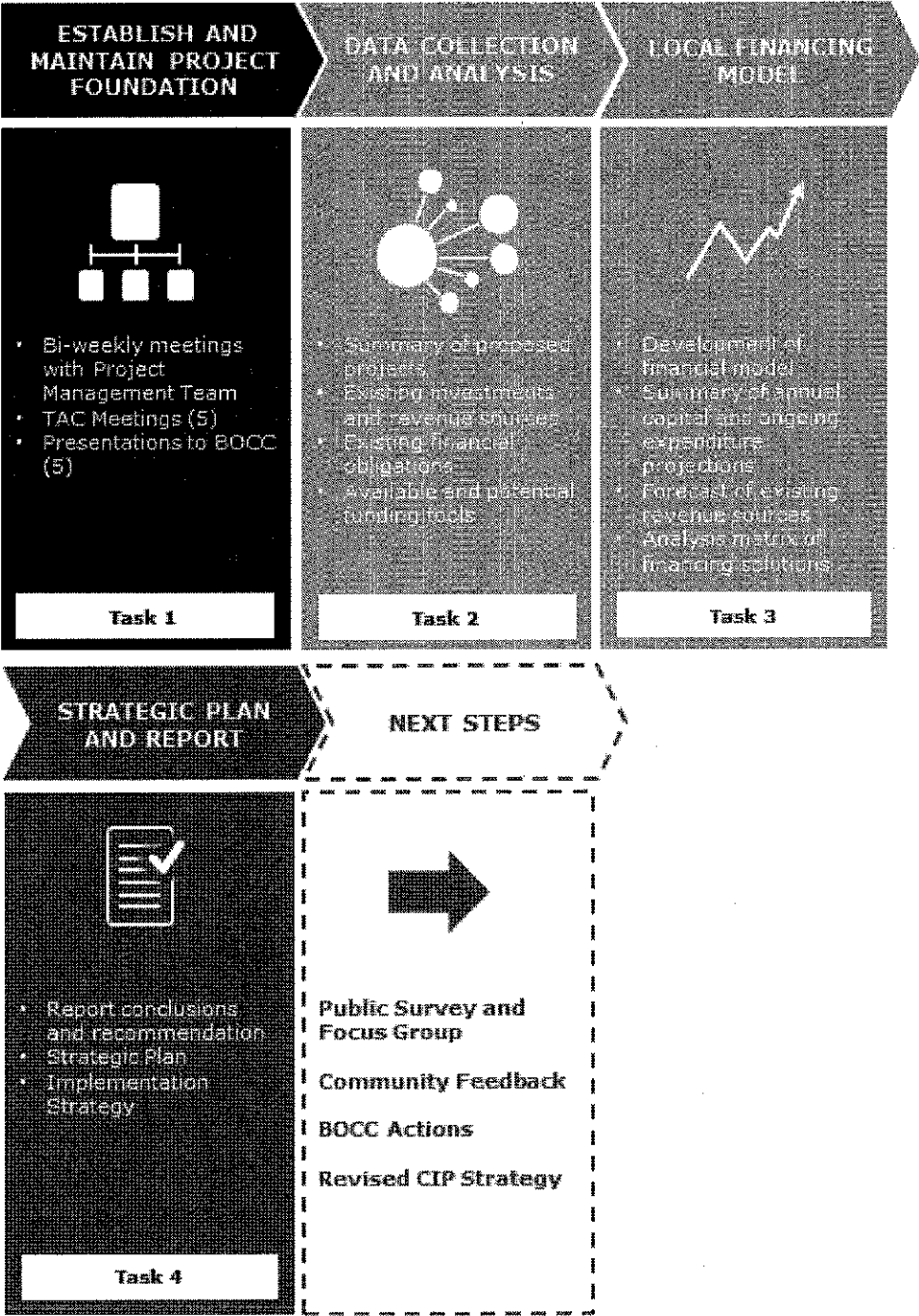
On an ongoing basis, the EPS project manager and/or Principal in Charge will meet with the Adams County Management Team on a bi-weekly basis over the 10-month project schedule. One conference call and one in person meeting per month is assumed. This will specifically include a half-day workshop with key stakeholders at a date to be finalized following the kickoff meeting.

Task 1.2 – TAC Meetings

EPS anticipates meeting with the Technical Advisory Committee (TAC) on four separate occasions to discuss each of the primary components of the scope of work throughout the 10-month period.

Task 1.3 – Interim and Final Presentations

The Project Team anticipates up to five presentations to the Project Management Team and the Board of County Commissioners. These presentations will provide an update on each of the three primary tasks outlined in this scope of work as well as a summary of the final report conclusions and recommendations.



Task 2: Sources and Uses of Public Financing Revenues

Through previous planning efforts, Adams County has developed a comprehensive list of infrastructure projects that will require funding in the near-, mid-, and long-term. These projects are expected to help improve the general quality of life in Adams County, increase economic development opportunities, continue to ensure equitable opportunities and access to community assets across the County, and, as a result, provide the County with the greatest return on its investment. To help the County better understand how these projects can be funded, this task will provide a summary of contemplated projects, existing revenue sources and available and potential revenue sources that could be used to fund future projects.

Task 2.1 – Summary of Contemplated Projects

The goal of this task is to identify and prioritize a comprehensive list of infrastructure and other projects that will require public funding over the near- and long-term. EPS will work closely with County staff and Wilson & Company to identify a list of key projects and classifies each projects importance, anticipated timing, and the estimated capital and ongoing cost.

As a starting point, this task will rely on the infrastructure investments and other planned projects identified in the following County plans to inform the list of investments identified in this task:

- *The Making Connections Plan*
- *The County's Facilities Master Plan*
- *The County's Regional Park Master Plan*
- *The Front Range Airport Layout Plan (ALP)*
- *The County's Comprehensive Plan including the Transportation Plan, the Parks and Open Space Plan, and sub-area plans*
- *The Stormwater Master Plan*
- *Adams County Fiscal Impact Model for Development*
- *The County's Capital Improvement Plan*
- Any others that are identified by staff or the Project Team throughout this process

Task 2.2 – Existing Revenue Sources

In order to provide a summary of the financing tools that can be used to fund future investments, it will be necessary to first summarize the County's current financial conditions and existing revenue streams that are dedicated to or can be applied to capital projects including but not limited to the following sources:

- Property Tax
- Sales and Use Tax
- Ownership Tax
- Occupation Tax
- Other Taxes and Fees
- Licenses and Permits
- Intergovernmental Revenue (Federal and State)
- Others (to be identified)

While the majority of this information is readily available in the County's annual budgets and Comprehensive Annual Financial Reports (CAFR), EPS will work closely with the County's Finance Department to insure that this information is both an accurate and comprehensive representation of the County's major existing revenue sources.

Task 2.3 – Existing Financial Obligations

The goal of this task will be to summarize the County's existing debt service, and any other financial obligations that may affect the County's ability to fund future projects, which include but may not be limited to the following:

- Short-Term Notes
- Certificates of Participation
- General Obligation Bonds
- Revenue Bonds
- Fund Transfers

This will require additional conversations with the County's Finance Department and will likely require the County to provide EPS with a more comprehensive financial summary of outstanding financial obligations that may not be publicly available.

The goal of this task is to provide a clear summary of the County's current financial obligations as well as a summary of the County's bonding capacity, which include current ratings made by Moody's and Standard and Poor's. The Project Team will then summarize this information in a format that clearly communicates the County's outstanding obligations and how those obligations may impact funding for future investments.

Task 2.4 – Summary of Available and Potential Funding Tools

The primary focus of this task will be to provide a summary of the available and potential funding tools that the County can use to fund future projects. Potential funding tools will be evaluated from a number of perspectives that include the following:

- **Ease of Implementation** – an evaluation of the political and technical challenges associated with the implementation of alternative funding tools.
- **Potential Revenues** – an estimate of the total revenues that are anticipate to be generated by a particular funding source over the life of that funding source and on an annual basis.
- **Degree of Risk** – a summary of the potential risks associated with specific funding sources (i.e. decreasing annual revenues, changing state legislature, shifting public opinion, etc.).
- **Funding Use Classification** – a summary of the most appropriate use for a particular funding tool. This will vary based on alternative project types such as streets and sidewalk improvements, floodplain and stormwater mitigation, parks and plazas, and others.
- **Investment Requirement** – a summary of the scale of appropriate potential investments as well as an evaluation of whether or not a specific financing tool is appropriate for projects that require upfront capital expenditures, have ongoing costs, or some combination of both. In addition, funding sources will be evaluated based on the anticipated timing of future revenues.
- **P3 Opportunity** – an evaluation of the potential to use specific public financing tools to help leverage additional investment from the private sector and catalyze investment in specific areas throughout Adams County.

This comprehensive list of funding tools will include tools that have been used in the past in Adams County, tools used in other areas of Colorado but not previously used in Adams County, and tools that may not be currently used in Colorado but have the potential to provide significant benefit and receive approval at the state level at some point in the future.

Task 3: Revenue and Investment Analysis

The purpose of this task is to outline a number of infrastructure financing scenarios that are based on the list of potential future infrastructure projects identified in the previous task and the corresponding funding tools that are most appropriate for each type of project. This task will provide the County with a general strategy for funding important infrastructure projects through 2045 (and beyond if necessary) that is based on a number of financing scenarios and reflects the constraints associated with the County's existing financial obligations.

The final component of this task will include an analysis matrix that evaluates the financial return associated with alternative infrastructure investment strategies as well as other return on investment metrics such as measures of improvement to quality of health, safety, equity, and environmental benefits.

The infrastructure financing strategy outlined in this section will reflect the recommendations included in the County's Strategic Plan.

Task 3.1 – Forecast of Existing and Potential Revenue Sources

The goal of this task is to estimate future revenues for the County's largest existing and potential sources of revenue. Revenue forecasts will reflect existing conventional sources (i.e. property and sales tax), as well as potential alternative sources (i.e. additional taxes and revenues generated by new improvement districts, development authorities, or others). Future revenue forecasts will be based on estimated levels of growth in residential and commercial development, number of households, and total employment in Adams County. EPS will use data provided by the Denver Council of Regional Governments (DRCOG) as well as historical data collected by the U.S. Census Bureau and Adams County to develop custom forecasts for the County's largest existing and future revenue sources.

Task 3.2 – Infrastructure Financing Scenarios

This task focuses on providing strategies for funding specific infrastructure investments and other County projects. The goal of this task will be to identify a number of strategies that align the County's existing financial obligations and future infrastructure investment and County projects with available existing and potential revenue sources.

The starting point for this analysis will be the creation of a baseline scenario that identifies existing financial obligations, infrastructure projects, and revenue streams and forecasts anticipated annual expenditures, obligations, and current revenue sources through 2045. Based on the assumptions used to model the baseline scenario, additional local financing strategies will be identified and modeled. These strategies will reflect modifications to the following key assumptions and inputs:

- Alternative growth rates for existing revenue sources
- Changes to current revenue sources (i.e. decreasing property taxes due to changes in the residential assessment rate)
- Alternative infrastructure and project investment strategies
- Additional revenue sources not currently used in Adams County

Task 3.3 – Infrastructure Financing Analysis Matrix

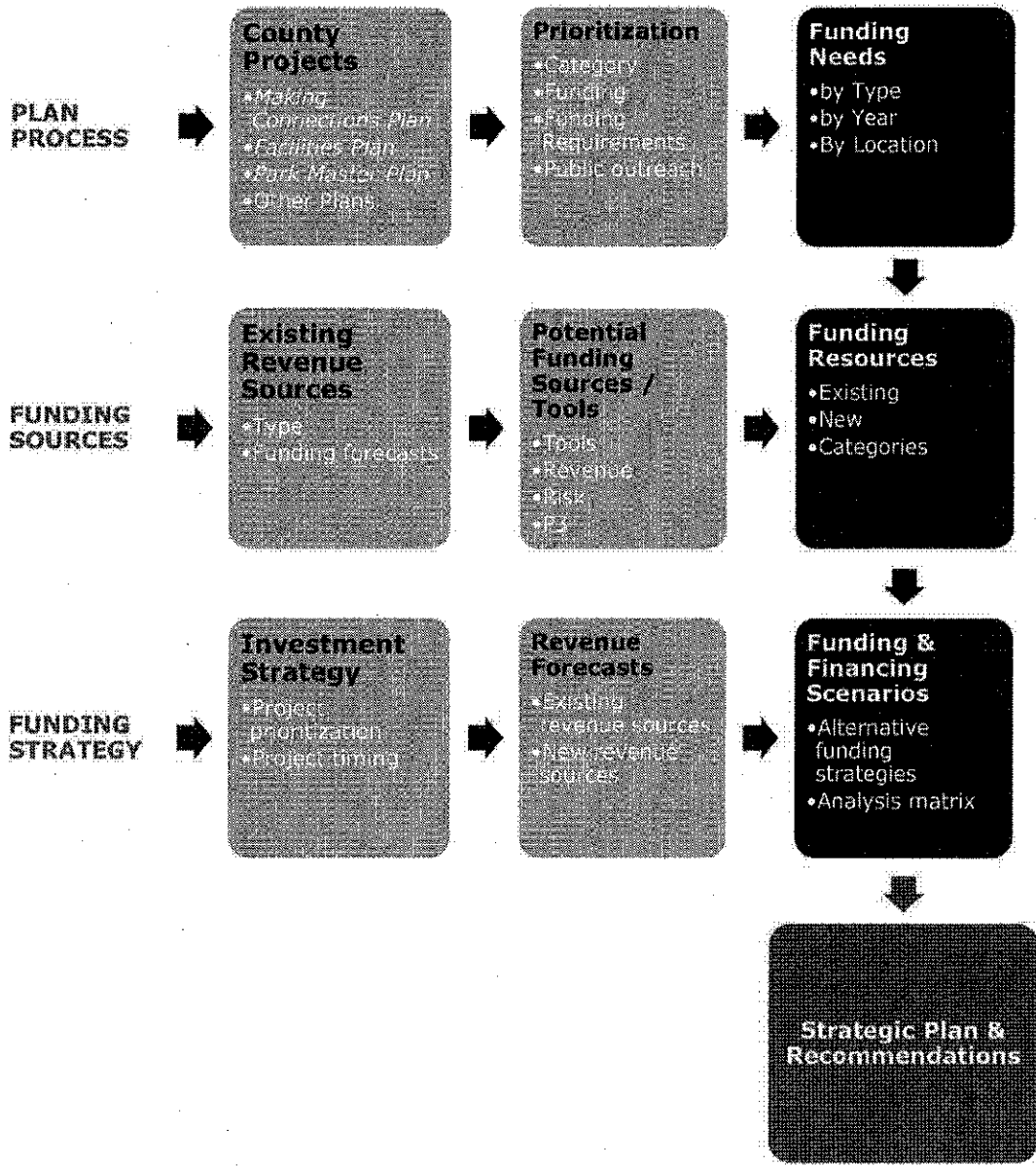
The final component of this task will be an analysis matrix that summarized the financial return of alternative development scenarios as well as additional metrics that evaluate potential cost savings or increases and potential impacts on future tax revenues. These measures will be especially helpful in comparing the potential impacts of alternative strategies for specific project types. Quantitative and qualitative evaluation metrics that will be addressed in the summary matrix are anticipated to include the following:

- Total Infrastructure Costs
- Potential Tax Revenues
- Net Cost
- Internal Rate of Return (IRR)
- Net Present Value (NPV)
- Health Impacts
- Traffic Impacts
- Environmental Impacts
- Equity Impacts
- Impact on Private Development

Task 4: Strategic Plan and Report

The final Strategic Plan report will provide a summary of the findings of all of the tasks identified in this scope of work as well as a strategic financing plan that outlines recommended projects, appropriate financing tools, project timing, and geographic priority. The report will not only provide a summary of the alternative infrastructure financing strategies, it will also provide clear guidance and recommendations regarding how specific plans can be implemented over a near-, mid-, and long-term period. A draft report will be submitted for review and comment. A final report will be submitted after the Project Team receives edits and comments from the County Project Management Team.

The final draft will be submitted prior to November 21, 2017 and the final deliverable will be submitted by January 31 of 2018.



Project Management and Scheduling Expertise

EPS commits to complete the project within a 10-month time period as requested in the RFP. The proposed schedule of meetings, analysis, and deliverables is shown below.

Figure 1
Proposed Schedule

Task	Task	May 2017	June 2017	July 2017	Aug 2017	Sept 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018
Task 1:	Project Meetings and Presentations									
Task 1.1:	Project Management Meetings	Ongoing								
Task 1.2:	TAC Meetings			#1		#2		#3	#4	
Task 1.3:	Interim and Final Presentations				#1		#2	#3		#4
Task 2:	Sources and Uses of Public Financing Revenue									
Task 2.1:	Summary of Contemplated Projects									
Task 2.2:	Existing Revenue Streams									
Task 2.3:	Existing Financial Obligations									
Task 2.4:	Summary of Available and Potential Funding Tools									
Task 3:	Revenue and Investment Analysis									
Task 3.1:	Forecast of Existing and Potential Revenue Sources									
Task 3.2:	Infrastructure Financing Scenarios									
Task 3.3:	Infrastructure Financing Analysis Matrix									
Task 4:	Final Strategic Plan and Report									

Source: Economic & Planning Systems

\\EP\SDC02\proposals\173025-Adams County Local Financing Study\Project Sched\extern\UPDATED SCHEDULE

COST OF SERVICES

EPS proposes to complete the proposed work program on a fixed fee basis for \$109,380 including all professional time and expenses billed at cost. The approximate breakdown of time by task and staff level is shown in **Table 1**.

**Table 1
Proposed Cost of Services**

Description	Principal in Charge				Economic & Planning Systems				Wilson & Company Total % of Total	Project Total Total Budget	% of Total	
	Vice President	Senior Associate	Production/Research	EPS Total	Senior Associate	Production/Research	EPS Total	% of Total				
Billing Rate	\$230	\$180	\$150	\$80								
Labor Costs												
Task 1: Project Meetings and Presentations	64	0	58	8	6	8	\$24,060	25.9%	\$1,500	9.1%	\$25,560	23.4%
Task 1.1: Project Management Meetings	32	0	32	0	0	0	\$12,160	13.1%	\$1,500	9.1%	\$13,660	12.5%
Task 1.2: TAC Meetings	16	0	16	0	4	4	\$6,400	6.9%	\$0	0.0%	\$6,400	5.9%
Task 1.3: Interim and Final Presentations	16	0	10	4	4	4	\$5,500	5.9%	\$0	0.0%	\$5,500	5.0%
Task 2: Sources and Uses of Public Financing Revenue	40	16	82	4	4	4	\$24,700	26.6%	\$5,000	30.3%	\$29,700	27.2%
Task 2.1: Summary of Contemplated Projects	8	4	18	0	0	0	\$5,260	5.7%	\$5,000	30.3%	\$10,260	9.4%
Task 2.2: Existing Revenue Streams	8	4	20	0	0	0	\$5,560	6.0%	\$0	0.0%	\$5,560	5.1%
Task 2.3: Existing Financial Obligations	12	0	20	0	0	0	\$5,760	6.2%	\$0	0.0%	\$5,760	5.3%
Task 2.4: Available and Potential Funding Tools	12	8	24	4	4	4	\$8,120	8.7%	\$0	0.0%	\$8,120	7.4%
Task 3: Revenue and Investment Analysis	32	22	88	4	4	4	\$24,840	26.7%	\$2,500	15.2%	\$27,340	25.0%
Task 3.1: Existing and Potential Revenue Forecasts	8	8	32	2	2	2	\$8,240	8.9%	\$0	0.0%	\$8,240	7.5%
Task 3.2: Infrastructure Financing Scenarios	16	8	36	2	2	2	\$10,680	11.5%	\$2,500	15.2%	\$13,180	12.0%
Task 3.3: Infrastructure Financing Analysis Matrix	8	8	20	0	0	0	\$5,920	6.4%	\$0	0.0%	\$5,920	5.4%
Task 4: Final Strategic Plan and Report	32	12	52	12	12	12	\$18,280	19.7%	\$7,500	45.5%	\$25,780	23.6%
Total Labor Hours	468	50	280	28	28	28	526					
Total Labor Costs	\$38,640	\$9,000	\$42,000	\$2,240	\$2,240	\$2,240	\$31,880	98.9%	\$16,500	100.0%	\$108,380	99.1%
Direct Costs												
Data Acquisition							\$500	0.5%	\$0	0.0%	\$500	0.5%
Local Travel and Misc. Direct Costs							\$500	0.5%	\$0	0.0%	\$500	0.5%
Subtotal							\$1,000	1.1%	\$0	0.0%	\$1,000	0.9%
TOTAL BUDGET							\$32,880	100.0%	\$16,500	100.0%	\$109,380	100.0%

Source: Economic & Planning Systems
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