

RESOLUTION NO. 90-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES APPROVING AN AGREEMENT WITH DAVID M. GRIFFITH & ASSOCIATES FOR PROVIDING AB 1600 CONSULTING SERVICES AND AUTHORIZING AN APPROPRIATION OF \$18,000 FOR THE GENERAL FUND

BE IT HEREBY RESOLVED that the City Council of the City of El Paso de Robles approves an agreement with David M. Griffith & Associates for providing AB 1600 consulting services as per their proposal dated December, 1989 attached herewith as Exhibit "A"; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute said agreement on the behalf of the City of El Paso de Robles; and


BE IT FURTHER RESOLVED that an appropriation is made in the amount of \$18,000 from the City's General Fund to account no. 100-140-5224-000.

PASSED AND ADOPTED this 12th day of February, 1990 by the following vote:

AYES: Russell, Conway, Cousins and Martin  
NOES: None  
ABSENT: Reneau

  
\_\_\_\_\_  
Steve Martin, Mayor

ATTEST:

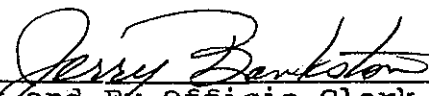
  
\_\_\_\_\_  
Jerry Bankston, City Clerk

STATE OF CALIFORNIA )  
COUNTY OF SAN LUIS OBISPO ) ss.  
CITY OF EL PASO DE ROBLES )

I,.....Jerry Bankston....., City Clerk/~~Deputy City Clerk~~ of the City of El Paso de Robles, California, do hereby certify that the foregoing .....Resolution N.A. 90-23..... was duly and regularly adopted, passed and approved by the City Council of the City of El Paso de Robles, California, at an ~~adjourned regular~~ meeting of said City Council held at the regular meeting place thereof, on the .....12th..... day of ..February....., 19<sup>90</sup>....., by the following vote:

AYES:.....Russell, Conway, Cousins and Martin.....  
NOES:.....None.....  
ABSENT:.....Reneau.....  
ABSTAINED:.....None.....

Dated this.....12th.....day of February....., 19<sup>90</sup>.....

  
\_\_\_\_\_  
City Clerk and Ex-Officio Clerk of the  
City Council, City of El Paso de Robles,  
State of California

CONSULTANT'S SERVICES AGREEMENT

THIS AGREEMENT, made this 20th day of February, 1990, by and between the CITY OF Paso Robles, California (hereinafter referred to as "CITY"), and David M. Griffith & Associates (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, CITY desires to retain a qualified individual, firm or business entity to provide AB 1600 Consulting Services; and

WHEREAS, CITY desires to engage CONSULTANT to provide services by reason of its qualifications and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. CONTRACT COORDINATION

a. CITY. The Director of Administrative Services shall be the representative of CITY for all purposes under this Agreement. The D of AS, or his designated representative, hereby is designated as the Contract Manager for the CITY. He shall supervise the progress and execution of this Agreement.

b. CONSULTANT. CONSULTANT shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. Louis Chappuie is hereby designated as the Contract Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of the CITY's Contract Manager. CONSULTANT's Contract Team is further described in Exhibit "A" attached hereto and incorporated herein by this reference. The individuals identified and the positions held as described in Exhibit "A" shall not be changed except by prior approval of CITY.

2. DUTIES OF CONSULTANT

a. Services to be furnished. CONSULTANT shall provide all specified services as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

b. Laws to be observed. CONSULTANT shall:

(1) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by CONSULTANT under this Agreement;

(2) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in CONSULTANT's performance under this Agreement, or the conduct of the services under this Agreement;

(3) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above.

(4) Immediately report to the CITY's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

c. Release of reports and information. Any video tape, reports, information, data, or other material given to, or prepared or assembled by, CONSULTANT under this Agreement shall be the property of CITY and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the CITY's Contract Manager.

d. Copies of video tapes, reports and information. If CITY requests additional copies of videotapes, reports, drawings, specifications, or any other material in addition to what the CONSULTANT is required to furnish in limited quantities as part of the services under this Agreement, CONSULTANT shall provide such

additional copies as are requested, and CITY shall compensate CONSULTANT for the costs of duplicating of such copies at CONSULTANT's direct expense.

e. Qualifications of CONSULTANT. CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

3. DUTIES OF CITY

CITY agrees to cooperate with CONSULTANT and to perform that work described in Exhibit "A" attached hereto and incorporated by this reference.

4. COMPENSATION

The CONSULTANT will perform the work in phases as described in Exhibit "A". If separate phases are not indicated on said exhibit, then all work to be performed by CONSULTANT shall be considered to be included in a single phase.

CONSULTANT will bill CITY on a time and material basis upon completion of the project or as set forth in Exhibit "A." CITY will pay this bill(s) within 30 days of receipt. The CONSULTANT may not charge more than the amount shown in Exhibit "A" without prior approval of the CITY's Contract Manager.

5. TIME FOR COMPLETION OF THE WORK

Program scheduling shall be as described in Exhibit "A" unless revisions to the exhibit are approved by the CITY's Contract Manager and CONSULTANT's Contract Manager.

Time extensions may be allowed for delays caused by CITY, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of the CONSULTANT.

6. TEMPORARY SUSPENSION

The CITY's Contract Manager shall have the authority to suspend this Agreement wholly or in part, for such period as he deems necessary due to unfavorable conditions or to the failure on the part of the CONSULTANT to perform any provision of this

Agreement. CONSULTANT will be paid the compensation due and payable to the date of temporary suspension.

7. SUSPENSION; TERMINATION

a. Right to suspend or terminate. The CITY retains the right to terminate this Agreement for any reason by notifying CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and payable to the date of termination; provided, however, if this Agreement is terminated for fault of CONSULTANT, CITY shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT services which are of benefit to CITY. Said compensation is to be arrived at by mutual Agreement of the CITY and CONSULTANT and should they fail to agree, then an independent arbitrator is to be appointed and his decision shall be binding upon the parties.

b. Return of materials. Upon such termination, CONSULTANT shall turn over to the CITY immediately any and all copies of videotapes, studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT, and for which CONSULTANT has received reasonable compensation, or given to CONSULTANT in connection with this Agreement. Such materials shall become the permanent property of CITY. CONSULTANT, however, shall not be liable for CITY's use of incomplete materials or for CITY's use of complete documents if used for other than the project or scope of services contemplated by this Agreement.

8. INSPECTION

CONSULTANT shall furnish CITY with every reasonable opportunity for CITY to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the CITY's Contract Manager's inspection and approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

9. OWNERSHIP OF MATERIALS

All original drawings, videotapes and other materials prepared by or in possession of CONSULTANT pursuant to this Agreement shall become the permanent property of the CITY, and shall be delivered to the CITY upon demand.

10. ASSIGNMENT; SUBCONTRACTORS; EMPLOYEES

This Agreement is for the performance of planning services of the CONSULTANT and is not assignable by the CONSULTANT without prior consent of the CITY in writing. The CONSULTANT may employ other specialists to perform services as required with prior approval by the CITY.

11. NOTICES

All notices hereinunder shall be given in writing and mailed, postage prepaid, by Certified Mail, addresses as follows:

CITY: Michael J. Compton,  
Director of Administrative Services  
P.O. Box 307  
Paso Robles, CA. 93447

CONSULTANT: David M. Griffith & Associates  
5715 Marconi Avenue, Suite A  
Carmichael, CA. 95608

12. INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONSULTANT further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. CONSULTANT certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of CITY. It is expressly agreed that, in the performance of the services

hereunder, CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of CITY.

13. INDEMNITY

CONSULTANT hereby agrees to indemnify and save harmless CITY, its officers, agents and employees of and from:

a. Any and all claims and demands which may be made against CITY, its officers, agents, or employees by reason of any injury to or death of or damage to any person or corporation caused by any negligent act or omission of CONSULTANT under this Agreement or of CONSULTANT's employees or agents;

b. Any and all damage to or destruction of the property of CITY, its officers, agents, or employees occupied or used by or in the care, custody, or control of CONSULTANT, or in proximity to the site of CONSULTANT's work, caused by any negligent act or omission of CONSULTANT under this Agreement or of CONSULTANT's employees or agents;

c. Any and all claims and demands which may be made against CITY, its officers, agents, or employees by reason of any injury to or death of or damage suffered or sustained by any employee or agent of CONSULTANT under this Agreement, however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of CITY, its officers, agents, or employees;

d. Any and all claims and demands which may be made against CITY, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or



copyrights or claims caused by the use of any apparatus, appliance, or materials produced or furnished by CONSULTANT under this Agreement; and

e. Any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit, when said violation of any law or regulation or of any term or condition of any permit is due to negligence on the part of the CONSULTANT.

f. CONSULTANT, at its own cost, expense, and risk, shall defend CITY from any and all claims, demands, suits, actions, or other legal proceedings, including those to enforce any penalty that may be brought against CITY, its officers, agents or employees, and pay and satisfy any judgment or decree that may be rendered against CITY, its officers, agents, or employees in any such suit, action or other legal proceeding, when same were due to negligence of the CONSULTANT.

14. WORKERS COMPENSATION

CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

15. INSURANCE

a. At the request of the CITY, CONSULTANT shall provide proof of comprehensive general liability insurance (\$300,000) (including automobile) satisfactory to the CITY.

b. CONSULTANT shall provide proof of special insurance of the types (such as "errors and omissions" or professional liability) and in the amounts as may be set forth on Exhibit "A."

16. AGREEMENT BINDING

The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

17. WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

18. COSTS AND ATTORNEY'S FEES

The prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs

and attorney's fees expended in connection with such an action from the other party.

19. DISCRIMINATION

No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, ancestry, religion or sex of such person.

If CONSULTANT is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it shall thereby be found in material breach of this Agreement. Thereupon, CITY shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to CONSULTANT the sum of Twenty-five Dollars (\$25) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this paragraph.

If CONSULTANT is found in violation of the nondiscrimination provisions of this Agreement or the applicable affirmative action guidelines pertaining to this Agreement, CONSULTANT shall be found in material breach of the Agreement. Thereupon, CITY shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to CONSULTANT the sum of Two Hundred Fifty Dollars (\$250) for each calendar day

during which CONSULTANT is found to have been in such noncompliance as damages for said breach of contract, or both.

20. AGREEMENT CONTAINS ALL UNDERSTANDINGS

This document (including all exhibits referred to above and attached hereto) represents the entire and integrated Agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, or Agreements, either written or oral. This document may be amended only by written instrument, signed by both CITY and CONSULTANT. All provisions of this Agreement are expressly made conditions. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year first above written.

David M. Griffith & Associates  
\_\_\_\_\_

BY \_\_\_\_\_

CITY of Paso Robles  
\_\_\_\_\_

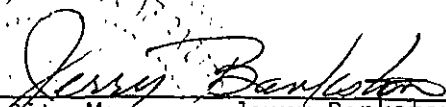
BY   
City Manager, Jerry Bankston

EXHIBIT "A"

I. Consultant's Contract Team:

- A. Lewis E. Chappuie
- B. William Henderson
- C. Joseph Colgan

II. Consultant's Services or Duties:

- A. As per attached proposal dated December, 1989.

III. City Services or Duties

- A. As per attached proposal dated December, 1989.

IV. Payment Schedule

- A. Not to Exceed Fee

The total payment for all services and related necessary expenses for this agreement shall not exceed \$18,000.

Consultant Fee	\$15,000
Expenses	3,000
Total	<u>\$18,000</u>

- B. Base Fee Schedule

The fee for consulting services shall be based on the following hourly rates:

Executive Vice President	\$ 175.00
Senior Project Manager	95.00
Project Manager	80.00
Analyst	50.00
Clerical	15.00

- C. Expenses are billed at cost except secretarial which is billed at \$22 per hour and photocopy which is billed at \$.10 per copy. A ten percent administrative fee. is added to all expense billings.

- D. Payment

Fees for services rendered may be billed as the work progresses, but not more often than once a month. Such fees shall be paid promptly by the City.

V. Other Provisions

A. Consulting Proposal

The consulting proposal attached herewith as Exhibit "1" shall be considered part of this agreement for the purpose of further defining the scope of work to be performed and the intent of this agreement.

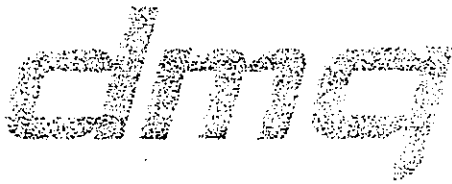
89-2336

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A PROPOSAL TO PROVIDE  
AB 1600 SERVICES FOR THE  
CITY OF PASO ROBLES

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December 1989



DAVID M. GRIFFITH AND ASSOCIATES, LTD.

December 21, 1989

Mr. Michael Compton  
Director of Administrative Services  
City of Paso Robles  
P.O. Box 307  
Paso Robles, CA 93447

Dear Mr. Compton:

In accordance with your request, I am pleased to offer the services of David M. Griffith and Associates, Ltd. (DMG) to the City of Paso Robles. This proposal pertains to AB 1600 which as you are aware requires additional planning/analysis with respect to developer fees.

Since the City is familiar with DMG and has reviewed our AB 1600 product, the proposal is in letter form. I would be pleased to expand on any element of the proposal if you so desire.

A. AB 1600

AB 1600 became effective on January 1, 1989. This legislation represented a compromise for both local governments and the development community. In essence AB 1600 requires local governments to be more rigorous in the implementation of fees for the development of capital facilities.

Specifically local government must:

- Document the need for new facilities caused by growth.
- Relate specific fees to both need and use. This is accomplished through nexus statements.
- Account for fees collected and utilize same for the intended purposes.
- If the fees are not committed as required, they must be returned.



Mr. Henderson has developed a computer model for allocating AB 1600 development fees among projects. He has served as Project Manager on the City of Dixon California AB 1600 engagement. Additional AB 1600 responsibilities include the cities of Fairfield, Thousand Oaks and Norco.

● JOSEPH M. COLGAN

Mr. Colgan is a Project Manager at DMG. He obtained his M.A. in City Planning from the University of Pennsylvania and a B.A. in Architecture from the University of Nebraska. Mr. Colgan brings extensive experience in local planning to the DMG AB 1600 team.

Resumes for Messers. Chappuie, Henderson and Colgan are provided in Appendix B to this proposal.

D. TECHNICAL APPROACH

It is our understanding that the City of Paso Robles is in the process of developing a capital facilities plan that conforms to the DMG model. As such, the work of DMG will focus on the development of nexus statements and fee schedules. DMG will also work with the City to actually implement the resulting fees.

Appendix A to this proposal provides a more detailed description of our approach.

E. COST

DMG proposes to complete the fee on a time-and-materials basis subject to a project maximum. Our proposed fee is as follows:

Consultant Fee	\$ 15,000
Expenses	3,000
	<hr/>
Total	\$ 18,000

Our fee is billed in accordance with the following schedule:

<u>Classification</u>	<u>Hourly Cost</u>
Executive Vice President	\$ 135
Senior Project Manager	95
Project Manager	80
Analyst	50

Expenses are billed at cost except secretarial which is billed at \$22 per hour and photocopy which is billed at \$0.10 per copy. A ten percent administrative fee is added to all expense billings.

The total cost will not exceed \$18,000 for the services described herein subject to the following specifications:

- The City will provide a Capital Improvements Plan in the DMG format.
- The City will identify facilities to be funded using developer fees.
- The City will be responsible for drafting ordinances required to implement fees.
- DMG will provide up to two presentation of the final report to the City Council or other groups. Additional presentations, if required, will be billed in accordance with the previous schedule.
- DMG will provide seven copies of the final report.
- To achieve the schedule described herein, DMG must be notified of the City's intention to proceed by January 2, 1990.

F. PROJECT SCHEDULE

Assuming a start date of January 15th with the availability of the Capital Improvements Plan, DMG can provide final data by April 1, 1989.

\* \* \* \* \*

I look forward to being of continued service for the City of Paso Robles. Please call if I can answer any questions concerning this proposal.

Sincerely yours,

  
Louis E. Chappie  
Executive Vice President

LEC:nr

Attachment

**APPENDIX A**  
**TECHNICAL APPROACH**

## APPENDIX A

### TECHNICAL APPROACH

Our approach to the proposed project is described in the following paragraphs. A task oriented format is utilized to assist the reader in an understanding of work sequencing. Our work plan follows:

#### **Task 1. Project Initiation**

In our first task we will carry out those activities required to initiate the engagement in a manner that will insure timely and successful project completion. Included are the following:

- Meet with City Manager, Finance Director, City Attorney and others as appropriate to discuss the goals, objectives and overall scope of the engagement. Our Project Manager will represent the Consultant in this initial meeting. It is important that the City be represented by individuals who will be most directly concerned with the ultimate engagement results.
- Based upon this meeting, we will refine the engagement scope as appropriate. Any significant variations will be documented in writing and provided to the City.
- Obtain pertinent data relating to the project, including:
  - organization charts
  - budgets
  - prior fee analysis (if any)
  - municipal code
- Establish project liaison requirements

We believe the activities of Task 1 are crucial to the ultimate success of the effort. To this end, we will commit whatever resources are necessary to ensure that the project gets off to a good start.

#### **Task 2. Review the Long Term Capital Requirements Plan For The City of Paso Robles**

The purpose of Task 2 is to review the capital needs of the City for a five to twenty year period of time. Our understanding is that the City will provide its plan prepared in accordance with the DMG format.

**Task 3. Analyze Developer Fees Currently Being Assessed by the City of Paso Robles**

Much of this task will be conducted concurrently with the previous task. The purpose of the task is to analyze the current fees in terms of fee structure, fee application, revenue generated and fee use.

**Task 4. Review Financing Options**

The capital facilities requirements identified in Task 2 can be met utilizing a variety of financing mechanisms. The purpose of Task 4 is to review the various options available. It is our understanding that the City will identify those facilities to be funded by development fees.

**Task 5. Establish Purpose, Use and Nexus Requirements of AB 1600**

AB 1600 was enacted as a compromise. Local government did not wish to have its authority to establish capital facilities fees curtailed. On the other side, developers felt that local government was collecting fees that were not related to the impact costs of the development taking place.

AB 1600 is clear. It required, among other things, that the City must for each fee:

- "Identify the purpose of the fee"
- "Identify the use to which the fee will be put"
- "Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed" (a "type" nexus).
- "Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed" (a "burden" nexus).

In this task, Consultant will work with the City to establish the required linkages.

**Task 6. Develop Fee Schedules**

If new fees are proposed and for most existing fees it will be necessary to develop fee schedules. The purpose of a fee schedule is to recover sufficient funds to pay for the related development and not accumulate a surplus. AB 1600 requires fee segregation and the return of "uncommitted fees" in five years.

In developing fee schedules, the Consultant will work closely with the departments involved. In addition, experience in other communities will be reviewed. From our extensive fee work, we are sensitive to the political and charged atmosphere surrounding the issues related to fees. We believe that an important expertise that we can bring to bear is our ability to work with all elements of a community to obtain a reasonable solution that can be implemented.

**Task 7. Prepare Draft Report**

Consultant will prepare its report in draft form and submit it for review. This represents the third major milestone of the project. If desired, the Consultant will present the draft findings to the departments. Some cities also request a presentation to a City Council in work/study session.

**Task 8. Finalize Report and Close Out Project**

In Task 8 we will finalize the draft report. If changes are required, they will be made and incorporated. For purposes of costing the proposal, two final presentations to City Council are assumed.

**APPENDIX B**

**RESUMES**

**LOUIS E. CHAPPUIE  
WILLIAM HENDERSON  
JOSEPH COLGAN**

## LOUIS E. CHAPPUIE (Partner In Charge)

Mr. Chappuie initiated David M. Griffith and Associates, Ltd.'s (DMG's) practice in California in 1979. He is currently the Executive Vice President of DMG and manages the Sacramento Office. Mr. Chappuie is an acknowledged expert in cost allocation applications. He has extensive experience in working with local governments in California and elsewhere, states, and the federal government. This experience comes from more than 20 years as a consultant, 4 of which were spent as a Principal in the Sacramento Office of Arthur Young & Company. Mr. Chappuie brings a unique perspective to the cost allocation process. He has had in-depth program experience in most of the areas where substantial recoveries are possible, as well as fiscal experience.

### Representative Types of Engagements Include:

- Cost Allocation -- At present Mr. Chappuie supervises and is ultimately responsible for all cost allocation work prepared by the Sacramento Office. This has included plans prepared in the States of California, Arizona, Idaho, Oregon, Utah, Colorado, Washington, Nevada, Hawaii and New Mexico. He is thoroughly familiar with the various methodologies available having utilized multiple rates, single step-down, and the DMG double iteration step-down methodology as the situation warrants. Mr. Chappuie has negotiated cost allocation plans for the Seattle, San Francisco and Denver federal regions and with the State of California.
- State Mandated Cost Claiming -- Mr. Chappuie is responsible for DMG's state mandated cost practice that is endorsed by both the League of California Cities and the County Supervisors Association of California. Mr. Chappuie has appeared successfully before the Commission on State Mandates on behalf of both California Cities and Counties.
- User Fee Analyses -- Mr. Chappuie helped conceptualize and implement DMG's successful program of revenue-cost analysis. He participates in project technical review and in presenting final results for clients.
- Appropriation Limitation Calculation -- Mr. Chappuie participates in review and calculation of cities and counties Proposition 4 Appropriation Limitation documents.
- Negotiation and Audit Defense -- Mr. Chappuie takes part in negotiations for cost allocation plan approval for new clients. He routinely represents clients in audit situations resulting from California State Controller audits. On the federal level, he has served as an expert consultant for clients for Department of Health and Human Services and Department of Labor audit disallowances.



- Client Presentations -- Mr. Chappuie routinely participates in the presentation of engagement results to client governing bodies and the public. DMG believes that final presentations often spell the success or failure of a project. Mr. Chappuie's long and broad experience, as well as public speaking training and experience as coach of a nationally ranked inter-collegiate debate team, provide a unique set of qualifications.
- State Level Work -- Mr. Chappuie currently supervises firm engagements for the States of Hawaii, Wyoming, Arizona, Nevada and Washington. This includes statewide cost allocation plans in Hawaii, and Nevada as well as a variety of departmental plans for data processing agencies, community services, social services, etc.
- Training -- Mr. Chappuie has provided numerous training seminars on cost allocation and related issues. Groups have included section meetings of the CSMFOA, the CSMFOA annual meeting, State of Washington MFOA, County Supervisors Association of California, League of California Cities, Golden Gate University, Long Beach State University and the Western Governmental Research Association.

#### Education and other Experience

Mr. Chappuie has worked as a professional Management Consultant for Arthur Young & Company, Capitol Research and Consulting Corporation (Sacramento), and Spindletop Research (Lexington, Kentucky). He has also served as an Economic Attache in the United States Foreign Service in Guatemala and served as an instructor at the U.S. Naval Academy, Annapolis, Maryland. He has received his B.A. and M.A. in Economics from the University of Minnesota and has completed all course requirements for the Ph.D degree at the University of Kentucky.

## WILLIAM B. HENDERSON

Mr. Henderson is a Senior Project Manager in the Sacramento Office of David M. Griffith and Associates, Ltd. (DMG). He has extensive experience in finance, accounting, and budgeting in the governmental sector. Prior to joining DMG, he spent 6 years as the Finance Director for the 5 billion dollar Oregon Department of Veterans Affairs mortgage loan program. He was responsible for asset/liability management and restructured and issued over 1.5 billion dollars of tax exempt debt. He also spent 5 years as the Accounting Manager for the Oregon State Treasury where he worked with statewide accounting and cash flow systems. His private sector experience includes audit work with Ernst & Whinney, C.P.A.'s and Controller of the Investment Division of Peoples Bank of Washington.

### Representative Engagements Include:

- Cost Allocation Plans--Mr. Henderson has prepared numerous cost allocation plans for cities including Santa Clara, Thousand Oaks and Palo Alto.
- User Fees--Mr. Henderson is also working with the City of Santa Clara to determine the relationship between their user fees and the associated city department costs.
- AB 1600--Mr. Henderson is the Senior Project Manager in charge of DMG's AB 1600 program. He developed the DMG model in the City of Dixon. Additional AB 1600 engagements include the cities of Thousand Oaks, Santa Maria, Norco and Fairfield.

### Education and Other Experience

Mr. Henderson received his B.S. in Accounting from Brigham Young University. While working with Ernst & Whinney, C.P.A.'s, he received his C.P.A. certification from the State of Washington. He has taught accounting at several junior colleges and has been responsible for several successful accounting system's projects at the statewide level.

## JOSEPH M. COLGAN

Mr. Colgan is a Project Manager in the Sacramento office of David M. Griffith and Associates, Ltd. Mr. Colgan is a Professional Planner with broad experience in comprehensive, environmental, land use planning, zoning administration, development review and ordinance drafting. Mr. Colgan provides a working knowledge of civil and traffic engineering principles to the DMG project team.

Prior to joining DMG, Mr. Colgan was Planning Director for the City of Sparks Nevada. He has also worked as a self-employed architect.

### Specific related experience includes:

- As Manager of Planning Support - responsible for the physical planning, coordination and scheduling of more than \$200 million in capital improvements for a major medical center.
- Author of Sparks Nevada's first comprehensive plan. In this plan alternative development scenarios were proposed.
- Assessed the development potential of a 32,000 acre undeveloped area. This project required the development of an innovative computer routine.
- Author of an article on computer mapping procedures contained in a Planning magazine.

Mr. Colgan has a Master of City Planning degree from the University of Pennsylvania. He has also completed the five year Architecture program at the University of Nebraska. He is a member of numerous professional organizations.