



MEMORANDUM
COMMUNITY DEVELOPMENT RESOURCE AGENCY
COMMUNITY DEVELOPMENT SERVICES DIVISION
County of Placer

TO: Honorable Board of Supervisors **DATE:** March 22, 2022
FROM: Jane Christensen, ACEO, Interim Agency Director
BY: Claudia Wade, Engineering Manager
SUBJECT: Riolo Vineyard Fee Program Nexus Study Update - Facilitation Services Agreement

ACTION REQUESTED

1. Approve and authorize the Community Development Resource Agency Director, or designee, to execute the Riolo Vineyard Fee Program Nexus Study Update - Facilitation Services Agreement with RIOLO 386, LLC, to fund County staff for project facilitation services related to the Riolo Vineyard Fee Program Nexus Study update.

BACKGROUND

On November 17, 2017, the Board of Supervisors (Board) adopted an ordinance to amend County Code Chapter 15 to add Article 15.90 establishing the Riolo Vineyard Specific Plan (RVSP) Fee Program. The Board also adopted a resolution establishing the initial fee schedule, supported by a nexus study.

The developer, RIOLO 386, LLC (RIOLO) has requested to update the Nexus Study to amend the actual costs for construction of improvements and amend exhibits to clarify qualifying infrastructure within the RVSP Fee Program consistent with Placer County Code Chapter 15.90.030, subsection (C)(3), which states: The RVSP Fee Program will be subject to periodic updates if the County determines it necessary to reflect changes in developable land, actual costs for construction of improvements or changes in facilities costs difference from the CCI inflation factor.

Upon execution of the RVSP Facilitation Services Agreement (Attachment A), RIOLO will initially deposit \$5,000. The County will draw down from this deposit to pay monthly invoices to RIOLO and RIOLO will replenish these funds when requested by the Community Development Resource Agency. The Agreement designates Claudia Wade, Engineering Manager, as the project facilitator as she is RVSP Fee Program administrator.

ENVIRONMENTAL IMPACT

The action item is an implementation agreement and therefore is categorically exempt from the California Environmental Quality Act (CEQA) per Guidelines Section 15061(b)(3) which provides a general rule that if an activity does not have the potential to cause a significant environmental effect, it is exempt from CEQA.

FISCAL IMPACT

The requested actions have no fiscal impact on the County. There is no net County cost associated with this action as all costs for County services will be paid by RIOLO 386, LLC.

ATTACHMENT

Attachment A: Riolo Vineyard Fee Program Nexus Study Update - Facilitation Services Agreement

**ADMINISTERING AGENCY
COMMUNITY DEVELOPMENT RESOURCE AGENCY
COMMUNITY DEVELOPMENT SERVICES DIVISION**

**RIOLO VINEYARD FEE PROGRAM NEXUS STUDY UPDATE
FACILITATION SERVICES
AGREEMENT**

This Project Facilitation Services Agreement (“Agreement”) is made and entered into this 17 day of February, 2022, by and between the County of Placer, a political subdivision of the State of California (“County”), and **RIOLO 386 LLC, a California limited liability company** (“Developer”) relative to the Riolo Vineyard Specific Plan Fee Program Nexus Study Update. County and Developer hereinafter are referred to collectively as “the Parties”.

RECITALS

WHEREAS, Developer is a developer and landowner of a portion of Riolo Vineyard Specific Plan (PLN18-00333) approved by County Board of Supervisors in May 2009 and amended on March 24, 2015, and as shown on the attached vicinity map Exhibit A; and

WHEREAS, on November 17, 2017, the Board of Supervisors adopted an ordinance to amend Placer County Code Chapter 15 to add Article 15.90 establishing the “Riolo Vineyard Specific Plan Fee Program” and also adopted a resolution establishing the initial fee schedule, supported by a nexus study (“RVSP Fee”); and

WHEREAS, the RVSP Fee is intended to cover costs of construction of infrastructure and supplemental County facilities that serve the Riolo Vineyard Specific Plan area; and

WHEREAS, the “Riolo Vineyard Specific Plan Area Fee Program Nexus Study” (“Nexus Study”), dated September 2017, was prepared by Economic & Planning Systems, Inc. and provided the basis for the initial fee schedule for the RVSP Fee; and

WHEREAS, the Nexus Study anticipated periodic updates based on changes in development land, cost estimates, or other changes in data which the fee is based; and

WHEREAS, the Nexus Study is in need of an update to amend the actual costs for construction of improvements and to amend exhibits to clarify qualifying infrastructure within the RVSP Fee program consistent with Placer County Code Chapter 15.90.030, subsection (C)(3), which states: “The RVSP Fee Program will be subject to periodic updates if the county determines it necessary to reflect changes in developable land, actual costs for construction of improvements or changes in facilities costs difference from the CCI inflation factor”; and

WHEREAS, to facilitate the Nexus Study update and provide certainty to County’s process, the County intends to dedicate and designate a County staff member

responsible for coordinating amendments to the Nexus Study and to update to the RVSP Fee, and Developer intends to reimburse County for the costs of the facilitation services.

NOW THEREFORE, the Parties hereby agree as follows:

1. Riolo Vineyard Specific Plan Fee Program (RVSP Fee) Nexus Study Update Facilitator. County shall dedicate, authorize, and appoint a County staff member as the project facilitator ("Facilitator"). County shall allocate employee's time to project facilitation services described below in Section 2. The County designates Claudia Wade, Engineering Manager, in the role of Facilitator, but retains the unilateral discretion to change the Facilitator to another employee if circumstances warrant a change.
2. Facilitation Scope of Services. The Facilitator shall be responsible for the tasks relating to County's efficient implementation of the project ("Project Facilitation"), including, but not limited to:
 - a. Coordination of County departments to facilitate County's efficient review and processing of update to Nexus Study;
 - b. Day-to-day coordination and communications with Developer's project representatives; and
 - c. Interface with Board of Supervisors for adoption of the updated Nexus Study.

Developer and County shall have the right, from time to time, to modify or supplement the scope of services upon written request to the other party.

3. Schedule. County shall, upon receipt of initial deposit described in Section 4 of this Agreement, perform the project facilitation tasks described in Section 2. Due to County's allocation and commitment of staff resources, Developer and County hereby agree that time is of the essence and Developer and County shall work collaboratively and enable the Facilitator to diligently progress with the scope of services described in Section 2.
4. Funding by Developer. Developer shall reimburse County on a time and materials basis for the Facilitator's time spent on the Project Facilitation tasks. The Facilitator's hourly billing rate is \$200.88 per hour (FY 2021/2022) and is subject to adjustment on July 1 of each year.

Developer agrees to fund anticipated costs based on the following methodology. County shall establish the Facilitation Fund ("Fund") for the purpose of accepting funds to reimburse County for project facilitation. All funds made by Developer shall be placed into the Fund upon receipt by County and used exclusively for the purposes identified in this Agreement.

Developer shall make an initial cash deposit of five thousand dollars (\$5,000) to the Fund no later than ten (10) calendar days following the approval of this Agreement. Following the initial deposit, County shall invoice Developer monthly for work performed by the Facilitator and its consultants, as applicable ("County Invoices"). County Invoices shall list the tasks performed with reasonable detail sufficient to differentiate tasks, hourly rate, actual time spent on each task, and total billing charge. County shall provide additional supporting or clarifying information as Developer reasonably requests. Developer shall address to County any questions regarding any County charges or consultant costs as soon as possible but in no event more than thirty (30) days after receipt of the County's invoice and any supporting or clarifying information.

Developer shall remit payment to County for County Invoices within thirty (30) days after receipt of invoice(s) for all amounts not questioned by Developer. For charges questioned by Developer, County shall investigate any issues raised by Developer and adjustments shall be made where determined appropriate by County. If Developer believes County did not make appropriate adjustments, Developer shall nevertheless pay all amounts demanded by County but shall have the right to do so under protest and shall retain the right to contest such billings.

Should Developer be delinquent in payment, County shall use the Fund to pay the outstanding balance. If the expenditures in a billing period exceed the Fund balance, County shall provide a written request to Developer to provide an immediate payment to replenish the Fund to a \$7,500 balance. Should the Fund balance drop below \$1,000, County may cease work on the Project Facilitation process until such time as payment is deposited in the Fund. County shall provide Developer with monthly accounting of the Fund. Upon the completion or termination of this Agreement and Project Facilitation services, County shall release the remaining Fund balance to Developer.

5. Cancellation/Termination. County or Developer may cancel this Agreement upon serving thirty (30) days advance notice in writing to the other party. Developer shall be responsible for all Project Facilitation costs up until the point that notice is provided, as well as any Project Facilitation termination costs. In the event of termination, County shall have no further obligation to provide Project Facilitation services. Developer is aware that termination of this Agreement may prevent or delay services provided by County.
6. Notices. All notices, and approvals or demands of any kind required or desired to be given by County and Developer shall be in writing and shall be deemed served or given upon delivery if personally delivered or if mailed forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid to the addresses shown below. County and Developer may from time to time, by written notice to the other, designate another place for receipt of future notices.

County: Community Development Services Division
Placer County Community Development Resource Agency
3091 County Center Drive
Auburn, CA 95603
Attn: Claudia Wade, Engineering Manager

Developer: RIOLO 386 LLC
c/o Summit Innovations Development Corp.
5241 Arnold Avenue
McClellan, CA 95652
Attn. Reggie Decker

7. **Assignment.** Developer shall not assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm or entity without the prior written consent of County. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the parties hereto.
8. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained in the county of Placer, California. Developer waives any federal court removal rights it may have.
9. **Entire Agreement.** This Agreement sets for the entire understanding between the Parties as to the subject matter of the Agreement and merges all prior discussions, negotiations, letters of understanding, or other promises, whether oral or in writing. This Agreement may be amended only in writing signed by the Parties.
10. **Hold Harmless and Indemnification Agreement.** Developer hereby agrees to protect, defend, indemnify, and hold County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgements, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, this Agreement or Developer's performance pursuant to this Agreement. Developer agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of Developer. Developer also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Developer or County or to enlarge in any way Developer's liability but is intended solely to provide for indemnification of County from liability for damage or injuries to third persons or

property arising from Developer's performance pursuant to this contract or agreement. As used above, the term County means Placer County and its officers, agents, employees, and volunteers.

11. Contract Authority. The person(s) signing this Agreement on behalf of Developer each warrant and represent that he or she has the authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions stated herein.

12. Joint Agreement. This Agreement is the result of the joint efforts and negotiations of Parties hereto. The Parties agree that this Agreement shall be interpreted as though each of the Parties participated equally in the composition of this Agreement and each and every part of it. The Parties agree that each has been afforded the opportunity to consult with the attorney of its choosing prior to execution hereof. This Agreement constitutes the full written agreement of the Parties, and no agreements or understandings not set forth herein shall be recognized.

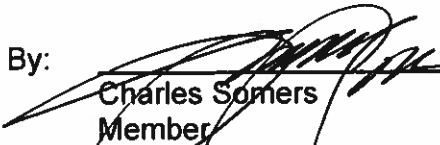
13. Binding. This Agreement shall be binding upon the successors-in-interest, the heirs, and the assigns of the Parties. Developer agrees to notify any successor-in-interest, heirs, or assigns of the existence of this Agreement.

The Parties have executed this contract on the date(s) shown below:

DEVELOPER

RIOLO 386 LLC

a California limited liability company

By:  _____ Date _____
Charles Somers
Member

COUNTY OF PLACER,
a political subdivision

By: _____ Date _____
Community Development Resource Agency
Director

APPROVED AS TO FORM

By: _____ Date _____
County Counsel

Exhibits: Exhibit A: Vicinity Map

EXHIBIT A – VICINITY MAP

