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Dallas Schroeder Recorder, Elbert County, Co

PROFESSIONAL SERVICES AGREEMENT

This Consulting Agreement ("Agreement") is entered into this 18th day of June, 2020 (hereinafter referred to as the effective date of the Agreement) by and between Elbert County, 215 Comanche Street, Kiowa, CO 80117 (the "Client" or "County") and Raftelis Financial Consultants, Inc., 227 W. Trade Street, Suite 1400, Charlotte, NC 28202 ("Raftelis" or "Contractor").

Witnesseth

WHEREAS, Raftelis has substantial skill and experience in public finance, management, and pricing, and service delivery, and

WHEREAS, The Client desires to hire Raftelis and Raftelis desires to provide services to the Client,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1. Statement of Work

Raftelis shall provide professional consulting services for a Development Impact Fee Study for the Client. Raftelis will perform these services as set forth in its final scope of work sent to the Client on June 10th and included herein as Attachment A.

Article 2. Time for Completion

This Agreement will commence upon approval by the Client, and Tasks 1-10, including final report and final presentation slides, shall be completed by November 1, 2020. Task 11 (Commission Public Hearing/Adoption) and Task 12 (Implementation Mechanisms) shall be completed by December 31, 2020. Further renewals of this Agreement are at the option of the Parties and shall be in writing.

Article 3. Compensation

Client shall pay to Raftelis the sum of $56,260, which includes professional fees and travel expenses. Any expansion of the scope of work by the Client shall involve the discussion of additional fees by both parties.

Raftelis shall email invoices to the Client at Sam.Albrecht@elbertcounty-co.gov monthly for services rendered to the date thereof. Upon receipt of monthly invoice, the Client will remit payment of same amount to the Raftelis within 30 days.

Article 4. Additional Services

At the Client's request, Raftelis may submit proposals for additional professional services. Each proposal submitted shall detail: (1) scope of work for the additional services, (2) period of services to be performed, and (3) method and amount of compensation. The Client shall provide written acceptance and authorization to Raftelis prior to the commencement of work on any proposed additional services. Each proposal for additional services accepted and approved by the Client shall become part of this Agreement and shall be governed by the terms and conditions contained herein.

Article 5. Place of Performance

Raftelis shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or support by the Client.

Article 6. Indemnification

Raftelis hereby agrees to indemnify the Client and to hold the Client harmless against any and all claims, action, or demands against the Client and against any and all damages for injury to or death of any person and for loss of or damage to any and all property arising out of the negligent acts, errors or omissions of Raftelis under this Agreement. Raftelis shall not be held responsible for any claims caused by the negligence of the Client.

Article 7. Insurance

Raftelis shall maintain the types and levels of insurance during the life of this Agreement as specified below. The Client will be named as additional insured on Raftelis' Certificates of Insurance and Raftelis will provide the Client with these Certificates of Insurance.

Commercial general liability insurance - $1,000,000 for each occurrence and $2,000,000 in the aggregate

Comprehensive automobile liability insurance - $1,000,000 combined single limit each occurrence-hired and non-owned only

Workers Compensation insurance – Statutory limits

Professional liability insurance - $5,000,000 occurrence and $5,000,000 in the aggregate

Excess or Umbrella Liability - $5,000,000 occurrence and $5,000,000 in the aggregate

Article 8. Confidential Information

Raftelis acknowledges and agrees that in the course of the performance of the services pursuant to this Agreement, Raftelis may be given access to, or come into possession of, confidential information from the Client, of which information may contain privileged material or other confidential information. Raftelis acknowledges and agrees, except if required by judicial or administrative order, trial, or other governmental proceeding pertaining to this matter, that it will not use, duplicate, or divulge to others any such information belonging to or disclosed to Raftelis by the Client without first obtaining written permission from the Client. All tangible embodiments of such information shall be delivered to the Client by Raftelis upon termination hereof, or upon request by the Client, whichever occurs first. The Client acknowledges Raftelis has the right to maintain its own set of work papers which may contain confidential information.

Article 9. Independent Contractor Status

It is understood and agreed that Raftelis will provide the services under this Agreement on a professional basis as an independent contractor and that during the performance of the services under this Agreement, Raftelis' employees will not be considered employees of the Client within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Raftelis' employees shall not be entitled to benefits that may be afforded from time to time to Client employees, including without limitation, vacation, holidays, sick leave, worker's compensation, and unemployment insurance. Further, the Client shall not be responsible for withholding or paying any taxes or social security on behalf of Raftelis' employees. Raftelis shall be fully responsible for any such withholding or paying of taxes or social security.

Article 10. Reliance on Data

In performance of the services, it is understood that the Client and/or others may supply Raftelis with certain information and/or data, and that Raftelis will rely on such information. It is agreed that the accuracy of such information is not within Raftelis' control and Raftelis shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of Raftelis' scope of services.

Article 11. Opinions and Estimates

Raftelis' opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events shall be made on the basis of available information and Raftelis' expertise and qualifications as a professional. Raftelis does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from the Client's estimates or forecasts or from actual outcomes. Raftelis identifies costs, allocates costs to customer classes and provides rate models. It does not establish rates, which is the legislative responsibility of the Client.

Article 12. Termination of Work

This Agreement may be terminated as follows:

1. **By Client** (a) for its convenience on 30 days' notice to Raftelis, or (b) for cause, if Raftelis materially breaches this Agreement through no fault of Client and Raftelis neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Raftelis.
2. **By Raftelis** (a) for cause, if Client materially breaches this Agreement through no fault of Raftelis and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Raftelis has given written notice of the alleged breach to Client, or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or Raftelis in the aggregate for more than 30 days.
3. **Payment upon Termination**. In the event of termination, Raftelis shall be compensated for all work performed prior to the effective date of termination.

Article 13. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed deliverable when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the Client:

Sam Albrecht
County Manager
Elbert County
215 Comanche Street
Kiowa, CO 80117

If for Raftelis:

Julia D. Novak
Executive Vice President
Raftelis Financial Consultants, Inc.
227 W. Trade Street
Suite 1400
Charlotte, NC 28202

Article 14. Compliance with Applicable Laws

Civil Rights Compliance - Contractor certifies that Contractor is in compliance with all state and federal statutes regarding Civil Rights. Contractor agrees that he/she/they shall comply with the requirements of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap. Contractor also agrees to comply with the Drug Free Work Place Act. Raftelis agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Raftelis, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.

Illegal Aliens/Authorization to Work - If Contractor has employees, Contractor will comply with §8-17.5-101, C.R.S. regarding Illegal Aliens-Public Contract for Services. If Contractor has no employees, Contractor will provide evidence of authorization to work as required by §24-76.5-101, et seq. C.R.S. prior to provision of the services.

Government Provisions – The Parties to this contract are subject to the provisions of Colorado Constitution, Article X, Section 20 ("TABOR") regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2020, shall be enforceable unless and until County, appropriates such funds. Elbert County hereby represents, warrants and covenants to Company that: (a) Elbert County intends to remit to Company all sums due and to become due under the Agreement for the full term; (b) Elbert County has appropriated sufficient funds to pay all payments and other amounts due during Elbert County's current fiscal year; (c) Elbert County reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement have been or can be obtained; and (d) Elbert County intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Elbert County's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Elbert County's next fiscal period ("Non-Appropriation"), then (i) Elbert County shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Elbert County shall return the Equipment to Company pursuant to the terms of the Agreement. Elbert County's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Elbert County's creation of indebtedness, nor shall anything contained herein constitute a pledge of Elbert County's general tax revenues, funds or monies. Elbert County further represents, warrants and covenants to Company that: (a) Elbert County has the power and authority under applicable law to enter into the Agreement and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Elbert County has duly authorized the execution and delivery of the Agreement by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement enforceable against Elbert County in accordance with their respective terms, and (d) Elbert County has complied with all public bidding requirements applicable to the Agreement.

Article 15. General Provisions

A. Entire Agreement: This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof.

B. Waiver: The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship: Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Raftelis and the Client; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

D. Assignment and Delegation: Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.

E. Severability: If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

F. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

G. Paragraph Headings: The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.

H. Third Party Rights Nothing in this Agreement shall be construed to create or confer any rights or interest to any third party or third party beneficiary. It is the intent of the parties that no other outside, non-party claimant shall have any legal right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

Elbert County, Colorado

By: ______________________
Signature

CHAIRMAN, ELBERT COUNTY BOCC
Title

JUNE 24, 2020
Date

____
Witness

Raftelis Financial Consultants, Inc.

By: ______________________
Signature

Executive Vice President
Title

6/18/2020
Date

Valerie R Smith
Witness

This is to certify that an appropriation in the amount of this contract is available therefore and that Chris Richardson has been authorized to execute the contract and approve all requisitions and change orders.

By ______________________

County Manager/Budget Officer
Title

Seal

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Dallas Schroeder Recorder, Elbert County, Co

Attachment A – Scope of Work

Project Understanding

Over the next ten years, Elbert County will likely experience development activity requiring additional infrastructure capacity. To meet infrastructure demands from growth, Raftelis will work with the County to update development projections, identify capital improvements needed to accommodate growth, and derive proportionate-share impact fees. The Development Impact Fee (DIF) study by Raftelis will consider current best practices and provide supporting documentation for current fees, including: Road & Bridge / Transportation, Public Facilities, Sheriff, Soil and Water Conservation, and Recreation / Open Space. Raftelis' Denver-based community engagement specialists will be key contributors helping County staff, stakeholders, and elected officials reach consensus on updated impact fees.

The following scope of services conforms to requirements in the Colorado Impact Fee Act and general legal principles related to impact fees, such as the dual rational nexus test (i.e., need for growth-related improvements and benefit to new development), plus the overarching precedent of "rough proportionality" set forth by federal courts. For local governments, the first step in evaluating funding options for growth-related improvements is to determine basic requirements established by state law. Some states have more conservative legal parameters that basically restrict local government to specifically authorized actions. In contrast, "home-rule" states grant local governments broader powers not precluded or preempted by state statutes. Home rule municipalities in Colorado have the authority to impose impact fees based on both their home rule power, granted in the Colorado Constitution, and the impact fee enabling legislation enacted in 2001 by the Colorado General Assembly.

Impact fees are one-time payments imposed on new development that must be used solely to fund growth-related capital projects, typically called "system improvements." An impact fee represents new growth's proportionate share of capital facility needs. In contrast to project-level improvements, impact fees fund infrastructure that will benefit multiple development projects, or even the entire service area, based on a reasonable relationship between the new development and the need for the growth-related infrastructure. Project-level improvements, typically specified in a development agreement, are usually limited to improvements near a proposed development, such as ingress/egress lanes.

According to Colorado Revised Statute Section 29-20-104.5, impact fees must be legislatively adopted at a level no greater than necessary to defray impacts generally applicable to a broad class of property. The purpose of impact fees is to defray capital costs caused by and directly related to proposed development. Impact fees do have limitations and should not be regarded as the total solution for infrastructure funding. Rather, they are one component of a comprehensive portfolio to ensure adequate provision of public facilities. Because system improvements are large and expensive, they may require bond financing and/or funding from other revenue sources. To be funded by impact fees, Section 29-20-104.5 requires that the capital improvements must have a useful life of at least five years. By law, impact fees can only be used for capital improvements, not operating or maintenance costs. Also, impact fees cannot be used to replace or correct existing infrastructure deficiencies.

There are three general methods for calculating development fees. The choice of the best method depends primarily on the timing of infrastructure construction (past, concurrent, or future) and service characteristics of the facility type being addressed. Each method can be used simultaneously for different cost components. Regardless of the methodology, a consideration of "credits" is integral to the development of a legally defensible development fee study. In addition, DIF revenues must be used to fund the type of infrastructure for which the fee was collected while providing a timely and substantial benefit to new development.

Proposed Scope of Work

Task 1: Kick-off Meeting Initial Interviews and Project Management

Due to COVID-19 travel restrictions and social distancing, the scope assumes remote meetings using electronic media, unless onsite meetings are specifically authorized by the County. The project manager and lead consultant will be onsite for the kick-off meeting and initial interviews. This task will involve working with County staff to establish objectives and create a project schedule with milestones, data needs, constraints, and opportunities. Responsibilities for data collection, project deliverables, and ongoing communication will be agreed upon as part of this task. Project management includes monthly web meetings with staff to discuss progress.

Raftelis would like for the County to formalize a "Management Team" to work with us during the impact fee study, representing upper management, legal, financial, and planning functions. Also, we need one "day-to-day coordinator" to be our point of contact for routine coordination and communications. Raftelis would like to schedule regular calls with the day-to-day coordinator to go over specific work items and identify responsible parties for next steps.

As discussed further in Task 2, Raftelis would like the County to consider establishing a stakeholder group comprised of representatives from the development and building community. Stakeholders will be invited to provide input regarding the impact fee study and make recommendations on administrative procedures to implement impact fees.

Raftelis will go over all deliverables with the Management Team, allowing adequate time for participants to review materials prior to internet meetings. After the internal review, we will schedule time to make modifications to draft materials prior to releasing supporting documentation for public meetings.

Milestone Deliverable

- Kick-off meeting presentation and initial interviews
- Follow-up memo on project management and data gaps
- Follow-up memo on results of initial interviews highlighting significant items

Task 2: Public Engagement Plan and Implenmentation

A thoughtfully developed Public Engagement Plan will build on and enhance the County's current communication efforts to help gain development community input, understanding and acceptance of potential impact fee changes. As shown in our proposed project schedule, our preliminary recommendation is to develop the public engagement plan in first month, then hold a work session with County Commissioners and stakeholders in early July.

Our team will collaborate with County staff to develop an Engagement Plan that includes the following components:

1. Situation analysis/environmental scan informed by research that identifies hot topics and concerns.
2. Robust stakeholder identification ensures key influencers are connected to the communication process and that we are leveraging partners that can be advocates.
3. Virtual outreach strategies and tactics that help secure input and support from a broad spectrum of stakeholders with an emphasis on the development community.
4. Recommended communication channels, tools, and tactics that include a layered, multi-channel strategy to raise awareness. This includes suggestions for materials that could be developed for written and digital communication channels, presentations, and infographics.
5. Messaging platform, timeline, and distribution recommendations to provide clear, compelling, and consistent messages that are also adaptable and flexible.
6. Internal communication strategies that are designed to ensure employees are well-informed and can become effective brand ambassadors for the County on the issue of impact fees.
7. Workflow and tactical plan that ensures that the team (both the County and Raftelis) understand the roles and responsibilities for successful implementation.

Milestone Deliverable

- Meetings: Two remote work sessions with County Commissioners and stakeholders
- Deliverables: Engagement Plan and public engagement support
- Deliverables: Communications Plan including draft messaging

Task 3: Identify, Collect and Analyze Data

Raftelis/TNCG moved this task forward because evaluating alternatives and selecting methods requires an understanding of Elbert County and projected development. This task includes an evaluation of current service area demographics, as well as a projection of residential and nonresidential development within Elbert County. The consultant team will review population projections and other service area demographic sources (e.g. Comprehensive Plan, Woods & Poole Economics, State of Colorado, U.S. Census Bureau's American Community Survey and OnTheMap web application for place of work employment). During this task, Raftelis will identify future service area demands for infrastructure capacity and potential capital improvements needed to accommodate development.

Milestone Deliverable

- Documentation of current infrastructure standards
- Summary capital improvements needed to accommodate new development over the next 5-10 years
- Identification of the growth share of capital costs to be funded by impact fees
- Memo on data and sources for review – including neighboring jurisdictions

Task 4: Work Session on Best Practices, Demographics & Projections

Raftelis recommends an initial work session to go over possible changes to impact fees (i.e., discuss concepts without showing numbers). We will also present demographic information on Elbert County and development projections. Raftelis will help the County evaluate possible changes in cost allocation methodologies and implementation policies to make impact fees compatible with growth management objectives and revenue enhancement strategies.

Current best practices that will be evaluated include residential impact fees by size thresholds. Raftelis can derive customized residential demand indicators, such as persons and vehicle trip generation rates by dwelling size, using Public Use Microdata Samples, Survey of Construction microdata and local building permit records. For nonresidential development, current best practices are moving toward simplified fee schedules with fewer, but broader, categories. For example, the recent impact fee study that Raftelis completed for Meridian ID only has two types of nonresidential development (i.e., retail/restaurants and all other nonresidential development). For more information on this topic, please see the Planning Advisory Service Memo, "Next-Generation Transportation Impact Fees", primarily written by Dr. Guthrie for the American Planning Association in 2015.

Milestone Deliverable

- One web meeting to discuss best practice recommendations, demographic analysis, and development projections
- Deliverables: Draft and final best practice recommendations, demographics analysis, and development projections

Task 5: Draft Methods and Fees Presentation with Staff

Raftelis/TNCG will prepare a presentation with draft tables for review/input by staff. Non-utility impact fees can be derived using a more generic, incremental expansion cost method, or a plan-based method. The former relies on multipliers such as average trip length, capital cost per lane mile and a capacity standard per travel lane. Raftelis can work with staff to document current factors or consider using a plan-based method, which starts with a list of growth-related improvements, identifies the growth share for each project, and then allocates the total growth cost to the increase in development over the planning timeframe. An advantage of the plan-based approach is the identification of specific improvements to ensure benefit to feepayers. Raftelis will work with staff, stakeholders, and elected officials to evaluate a range of alternatives, eventually matching the County's need/desire for improvements with its willingness to pay. In other words, improvement plans can be expanded or contracted to yield an acceptable impact fee level, as determined by market and political forces in Elbert County. To withstand a potential legal challenge, the County should have a financially feasible plan to spend impact fee revenue on capital improvements that provide a substantial benefit to new development, considering the availability of other revenues to cover the cost of improvements attributable to existing development.

Milestone Deliverable

- Presentation slides and web meeting with staff to collaborate on updated impact fees
- Memo on significant discussion points

Task 6: Refine Methods and Fee Calculation

Raftelis will conduct a second internet meeting with staff to review impact fee refinements. During this task Raftelis, will present impact fees by type of infrastructure, including adjustments to impact fees for required credits. Impact fees will be calculated by type of infrastructure, with capital costs allocated by type of development. In addition to draft impact fees, Raftelis will compare projected impact fee revenue to the cost of growth-related improvements to identify funding gaps that might require other revenue sources.

Milestone Deliverable

- Presentation slides and web meeting with staff to go over revised impact fee tables, including projections of impact fee revenue based on current and proposed fee schedules.

Task 7: Fee Survey of Comparable Communities Deliverables

Raftelis will prepare a survey of impact fees for communities that are comparable to Elbert County. We will collaborate with staff to identify applicable jurisdictions in the Denver metropolitan area, such as the eastern portion of Arapahoe County, where Dwayne Guthrie completed a transportation impact fee study in 2016.

Milestone Deliverable

- Presentation slides and web meeting with staff to go over impact fee survey results

Task 8: Draft Report Review with Staff

Raftelis/TNCG will produce a draft impact fee report for staff review, including detailed calculations and methodology for each impact fee, with a proposed fee schedule. The draft report will include: 1) an executive summary with proposed fee schedules, 2) projected growth in residential and non- residential service units, 3) description of methodologies, infrastructure standards, costs factors, supporting data and rationale underlying the recommended fees, and 4) recommended implementation policies.

Milestone Deliverable

- Excel models with all impact fee calculations
- Draft report as a PDF file for staff review and comments

Task 9: Work Session on Draft Report

Raftelis/TNCG proposes a second work session with County Commissioners and stakeholders to collaborate on the draft report prior to beginning the formal process to adopt updated impact fees.

Milestone Deliverable

- Presentation on draft impact fee report and survey of fees in comparable communities

Task 10: Formal Report Review with Staff

During an internet meeting, Raftelis will review the final report with staff and go over the draft slides to be presented to County Commission during the public hearing to adopt updated impact fees.

Milestone Deliverable

- A final report will be prepared in electronic format and distributed for public review

Task 11: County Commission Public Hearing and Adoption

Raftelis/TNCG will remotely participate in public meeting with County Commissioners to present impact fee findings and recommendations.

Milestone Deliverable

- Presentation slides summarizing the results and recommendations

Task 12: Implementation Mechanisms

Raftelis/TNCG will assist staff by reviewing resolutions/ordinances related to impact fees and reviewing revisions to administrative procedures related to implementation of impact fees. Recommending changes to zoning and subdivision regulations is an optional service that can be added for an additional fee.

Milestone Deliverable

- Draft strikethrough and underline edits for review and refinement by staff, relying on the County's legal counsel to provide legal opinions.

Schedule

Raftelis/TNCG shall complete Tasks 1-10 by November 1, 2020. Raftelis/TNCG agrees to complete Tasks 11-12 by December 31, 2020. This schedule is contingent on having a signed contract and holding the kick-off meeting on or before July 1st of 2020.

Monetary Proposal

Our proposal stated Raftelis/TNCG would complete the scope of services for a total, not-to-exceed contract amount of $53,260, assuming all meetings were conducted remotely over the internet. During contract negotiations, the County Administrator and Raftelis/TNCG agreed that Dwayne Guthrie and Joshua Rauch would be on-site for the kick-off meeting and initial interviews with staff. As stated in our proposal, on-site meetings will cost $1,000 per trip for consultants in Colorado and $1,500 per trip for out-of-state consultants. Therefore, the amended total contract amount is $56,260. Raftelis/TNCG will bill monthly on a percentage complete basis.