

**CONSULTING AGREEMENT**  
*Anaheim Union High School District*  
*Consulting Services*

**EXHIBIT G**

THIS AGREEMENT is made and entered into this 9th day of October, 2008, by and between **Anaheim Union High School District**, a public school district organization organized under the laws of the State of California with its principal place of business at 501 Crescent Way, Anaheim, CA 92803-3520, hereinafter referred to as "District" and **School Planning Services, Inc.**, with its principal place of business at **33 Atherton, Irvine, California, 92620**, hereinafter referred to as "Consultant," and District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, District is in need of special services and advice in the areas residential, commercial, industrial development and enrollment analysis; and,

WHEREAS, such services and advice are not available at no cost to public agencies; and,

WHEREAS, Consultant is specially trained, experienced and competent to provide the special services and advice required; and

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, Consultant and District agree as follows:

1. Consultant will provide the special services and advice to District as described in the Scope of Work attached hereto as Exhibit A.
2. Consultant will perform said services as an independent contractor and not as an employee of District. Consultant shall be under the control of District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. District will prepare and furnish to Consultant upon request such information as is reasonably necessary for the performance of Consultant under this Agreement.
4. District shall pay Consultant for services rendered to District pursuant to this Agreement in accordance with the Budget, attached hereto as Exhibit B. Hourly billing rates will not exceed the hourly amounts shown in Exhibit B.

In addition to payment of fees, District shall reimburse Consultant at cost within the final Budget for reasonable out-of-pocket expenses, including, but not limited to, photocopying, courier services, database services or materials, and other reasonable out-of-pocket expenses as approved by District.

Consultant shall submit invoices to District on a monthly basis showing a detailed break-out of all services provided and expenses incurred, including time and hourly rates charged for each individual doing the work. Such invoices are due and payable upon receipt. The final invoice is due with the delivery of the complete report.

Except for services (if any) for which a fixed fee has been identified, all services shall be subject to application of the hourly fee schedule set forth in Exhibit B, unless

such schedule has been superseded by another fee schedule acceptable to District which modifies such hourly rates.

5. This Agreement will continue in effect for services provided by Consultant through October 9, 2009; unless otherwise terminated by either party.

District may at any time, for any reason terminate this Agreement and compensate Consultant only for services rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received in writing by Consultant. Notwithstanding the above, Consultant shall also be compensated for time subsequently spent on District's behalf in court appearances, testimony, deposition, or discovery proceedings.

6. Insurance and Warranties:

(i). Consultant agrees to maintain standard automobile coverage consistent with the requirements of the State of California.

(ii). Consultant makes no warranty, either express or implied, as to its findings, conclusions or specifications, except that they were promulgated in accordance with generally accepted practices within the industry.

7. Consultant agrees to and shall hold harmless, defend and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage or expense which may be incurred by reason of Consultant's negligent performance pursuant to this Agreement, except for liability for damages referred to above.

8. Consultant shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances including workers' compensation.

9. District acknowledges that Consultant may at various times perform services for other public agencies with jurisdiction over the same territory as District and for certain private parties interested in development projects within the boundaries of District. Consultant agrees to make appropriate disclosure of such relationships and the parties agree that nothing in this Agreement is intended to imply that Consultant is a "public official," "participating in a governmental decision" or has a "financial interest" as such terms are used in California Government Code Section 87100.

10. Timely and accurate preparation of the report is dependent upon the District providing the requisite District data to the Consultant as requested from time to time. Every attempt will be made to minimize the use of District staff's time.

11. This Agreement is not assignable without written consent of the parties hereto.

12. In the event any provision of this Agreement shall be held to be invalid or unenforceable, the other provisions of this Agreement shall remain valid and binding on the parties.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

Dated: 9/23/08

**School Planning Services, Inc.**  
33 Atherton  
Irvine, California 92620-2502

By: Brenda Curtis

Brenda Curtis  
President

Dated: \_\_\_\_\_

**Anaheim Union High School District**

By: \_\_\_\_\_

Timothy D. Holcomb  
Deputy Superintendent

**THIS PAGE INTENTIONALLY LEFT BLANK**

## Exhibit A

### SCOPE OF WORK

#### **DEVELOPER FEE JUSTIFICATION ANALYSIS**

##### **TASK I. POPULATION GROWTH DYNAMICS**

###### **Historical and Projected Population Growth**

- A. Local historical population and household data will be collected and analyzed. Sources may include governmental agencies such as the US Bureau of the Census, the State Department of Finance, the Southern California Association of Governments, city and county planning departments, and other public or private sources as appropriate and available.
- B. Existing accepted population and household projections will be presented and evaluated with respect to accuracy based on current available data. If necessary, new revised population projections will be developed.
- C. If pertinent to the understanding of the District, other population variables may be discussed, e.g., household size and ethnicity.

###### **Residential Development Analysis**

Historical residential development activity within the District's principal cities as depicted by building permit activity will be examined with regard to the magnitude of that development and its composition by housing type insofar as data permits.

###### **Employment Growth Analysis**

Historical and projected employment growth data will be presented on both the macro (county) and local (city) level.

###### **Commercial and Industrial Development Activity Analysis**

Historical commercial/industrial development activity within the District's principal cities will be examined with regard to its magnitude.

## **TASK II. RESIDENTIAL STUDENT GENERATION FACTOR(S)**

The student generation factors may be determined by utilizing an address matching methodology, a comparison of enrollment to a detailed estimate of housing units within the District, or by identifying comparable data sources depending upon which method is most appropriate for the circumstances regarding development in the District and subject to the availability of data.

## **TASK III. ENROLLMENT AND CAPACITY ANALYSIS**

### **Historical and Projected Enrollment Analysis**

- A. Historical enrollment figures of the District will be updated to current levels. This includes, but is not limited to, the following:
  - An analysis of historical enrollment trends on a District level, generally using CBEDS data; plus
  - Current enrollment by school and District-specific grade configurations.
  - Review of any other relevant enrollment information.
- B. Existing enrollment projections and their methodologies, e.g., SAB 50-01, will be presented and discussed subject to availability. If they are determined to be flawed, other methodologies may be recommended.

### **Facilities Capacity Analysis - Comparison to Enrollment**

- A. The current student capacity and enrollment as provided by the District will be presented for each school and grade configuration within the District.
- B. The current enrollment will be compared to the District's capacity to establish either the availability or the lack of adequate capacity.
- C. The impact of the projected enrollment on District capacity will be analyzed.
- D. Relevant parts of the District's capital facilities plan will be delineated by project and grade configuration with associated capacity and cost projections.

### **Cost Per Student Analysis**

- A. A weighted cost per student of new construction will be derived from the capital facilities plan.
- B. Interim housing costs may also be evaluated on a per student basis.
- C. A weighted average Facilities Cost per Student will be calculated based on both permanent and, if appropriate, interim costs.

## **TASK IV. RESIDENTIAL FEE JUSTIFICATION**

### **Justification Requirements**

- A. Identification of the purpose of the development fee as required by law.
- B. Statement of legal requirements for fee justification.

### **Analysis of Nexus**

- A. Evaluation of the relationship between student demand generated by new residential construction and the need for school facilities.
- B. Establishment of the relationship between the student generation factors from new residential development and the associated cost of housing these students.

### **Cost Per Housing Unit Analysis**

- A. Determination of the cost of facilities attributable to each new housing unit based on the average student generation factor.
- B. Comparison of the cost of facilities per square foot for new housing to the basic allowable fee.
- C. Statement of findings derived from foregoing analysis.

## **TASK V. COMMERCIAL/INDUSTRIAL FEE ANALYSIS BY CATEGORY**

### **Justification Analysis**

- A. Identification of the purpose of the development fee as required by law.
- B. Statement of legal requirements for fee justification.

### **Student Generation Factor(s)**

Review of commercial/industrial student generation factor(s) utilizing proprietary employee-based survey data.

### **Analysis of Nexus and Costs**

- A. Determination of the appropriateness of the commercial/industrial fee by examining the relationship between categories of commercial and industrial development within the study area, the employment generation associated with each category, and the concomitant student generation factors by employee.



- B. Determination of the relationship between the student generation factors by land use category and the associated facilities costs of the District.
- C. Comparison of the District's attributable facilities' cost per square foot for commercial/industrial development to the maximum allowable fee under law in order to determine the appropriateness and magnitude of the fee for each specific category.
- D. Statement of findings derived from foregoing analysis.

**TASK VI. SENIOR HOUSING FEE JUSTIFICATION ANALYSIS**

Analysis of the relationship of senior housing to school facilities needs as developed from the commercial/industrial research in combination with other data sources.



## Exhibit B

### **FEE SCHEDULE**

#### **DEVELOPER FEE JUSTIFICATION**

##### *Community Demographics*

TASK I. POPULATION GROWTH DYNAMICS

##### *Residential Analysis*

TASK II. RESIDENTIAL STUDENT GENERATION FACTOR(S)

TASK III. ENROLLMENT AND CAPACITY ANALYSIS

TASK IV. RESIDENTIAL FEE JUSTIFICATION

##### *C/I and Senior Analysis*

TASK V. COMMERCIAL/INDUSTRIAL FEE ANALYSIS BY CATEGORY

TASK VI. SENIOR HOUSING FEE JUSTIFICATION ANALYSIS

**TOTAL ( Tasks I- VI)                      \$14,800**

## SCHEDULE OF PROFESSIONAL FEES

SENIOR STAFF            \$185 per hour

SUPPORT STAFF         \$45 per hour

Automobile expenses billed at \$0.55 per mile.

Other direct costs incurred with approval of client to be billed at cost.