

**Contract No. 25C5065**

**INDEPENDENT CONTRACTOR AGREEMENT**  
**(STANDARD)**

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Willdan Financial Services, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: Conduct a Comprehensive Development Impact Fee Study for the County of Santa Cruz General Services Department (hereinafter "the Project"). These duties are described in further detail in Attachment A – Scope of Services, which is attached hereto and incorporated herein by reference. CONTRACTOR also anticipates using a subconsultant, Fehr & Peers, to perform a portion of the Project work under this Contract. CONTRACTOR agrees that it is responsible for delivering all work under the Scope of Services, regardless of whether contemplated to be performed by a subconsultant, within the time frames specified in the Scope of Services and at the price described in Section 2 hereinbelow.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$265,380, processed for payment after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved during the preceding month, as set forth in further detail in Attachment B – Fee Schedule.

3. **TERM.** The term of this Contract shall be: March 25, 2025 through June 30, 2027. If this Contract is placed on the County's Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

4. **EARLY TERMINATION.** Either party hereto may terminate this Contract at any time by giving thirty (30) days' written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here \_\_\_\_ / \_\_\_\_.

A. **Types of Insurance and Minimum Limits**

(1) Workers' Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here \_\_\_\_ / \_\_\_\_.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$2,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY \_\_\_\_ / \_\_\_\_.

B. **Other Insurance Provisions**

(1) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

(3) All required policies shall be endorsed to contain the following clause:  
“This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

**Santa Cruz County  
General Services Department  
Attn: Luna Harter  
701 Ocean Street, Rm. 330  
Santa Cruz, CA 95060**

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**Santa Cruz County  
General Services Department  
Attn: Luna Harter  
701 Ocean Street, Rm. 330  
Santa Cruz, CA 95060**

(5) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

7. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous

places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**8. INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

**PRINCIPAL TEST:** The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

**SECONDARY FACTORS:** (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

9. **NONASSIGNMENT.** CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

10. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

12. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

13. **ATTACHMENTS.** Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

Attachment A – Scope of Services

Attachment B – Fee Schedule

14. **LIVING WAGE.** This Contract is covered under Living Wage provisions if this section is initialed by COUNTY\_\_\_\_\_.

If Item # 14 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

15. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$200,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

16. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

SIGNATURE PAGE

**Contract No. 25C5065**

**INDEPENDENT CONTRACTOR AGREEMENT**  
**(STANDARD)**

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

**2. Willdan Financial Services**

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

\_\_\_\_\_  
PRINTED

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**4. COUNTY OF SANTA CRUZ**

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

\_\_\_\_\_  
PRINTED

**3. APPROVED AS TO INSURANCE:**

Signed by:  
  
E4EAD65BA53B4DB... 3/4/2025  
Risk Management

**1. APPROVED AS TO FORM:**

DocuSigned by:  
  
40E85ACDEDA842D... 3/4/2025  
Office of the County Counsel

**DISTRIBUTION:**

- General Services Department
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- *Contractor*

## County of Santa Cruz, CA

### Attachment A - Scope of Services

## 7. Project Plan

### Scope of Services

This section outlines Willdan Financial Services' ("Willdan") understanding of the County of Santa Cruz's ("County") desire to conduct a comprehensive development impact fee study, as well as identify the project objectives and discusses the background regarding public facilities financing in California. Also outlined is an overview of our impact fee project approach.

### Project Understanding

The County seeks to understand what the financial impacts of foreseeable future development will have on the County's public services and infrastructure, and to identify potential gaps in funding for those necessary improvements. The County desires to create a countywide, plan based impact fee calculation system, while meeting the requirements of the California *Mitigation Fee Act* (*California Government Code 66000 et seq*). The resulting fees will fund new development's share of planned facilities, while not overburdening development with unnecessary costs.

Willdan understands that the County would like to explore additional fee categories to cover other infrastructure requirements. Willdan will work with the County, providing information on typical fee categories charged by other municipalities and also examining the County's infrastructure planning and needs to determine fee categories that would be helpful.

In addition to certain existing fees, listed below are the potential new development impact fees that Willdan assumes will be included in this study:

- Criminal Justice/Jail & Juvenile Hall
- Parks / Quimby In-Lieu
- Supportive Housing Facilities
- Transportation Facilities (see transportation modeling scope of work from Fehr & Peers)
- Health
- Human Services
- Law Enforcement/Public Protection
- General Government
- Sanitation Facilities

### Project Objectives

The objective of this project is to update development impact fees pursuant to State law, and to assist the County in exploring additional fee categories to fund other infrastructure needs necessitated by future projections such as the housing element. To accomplish this objective, this study will:

- Develop a technically defensible fee justification, based on the reasonable relationship and deferential review standards;
- Review and facility standards, capital facilities plans and costs, and development and growth assumptions (including the recent Infrastructure Task Force report and facilities master plans);
- Identify potential additional fees to address unmet future capital facilities needs;
- Provide a schedule of maximum-justified fees by land use category; and
- Provide comprehensive documentation of assumptions, methodologies, and results, including findings required by the *Mitigation Fee Act*.

### Public Facilities Financing in California

The changing fiscal landscape in California during the past 40 years has steadily undercut the financial capacity of local governments to fund infrastructure. Four dominant trends stand out:

1. The passage of a string of tax limitation measures starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
2. Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses;
3. Steep reductions in Federal and State assistance; and
4. Permanent shifting by the State of local tax resources to the State General Fund to offset deficit spending brought on by recessions.

## County of Santa Cruz, CA

Faced with these trends, many cities and counties have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing rate and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees, also known as public facilities fees. Assessments and special taxes require approval of property owners or registered voters and are appropriate when the funded facilities are directly related to the developing property.

Development impact fees, on the other hand, are an appropriate funding source for facilities that benefit development jurisdiction-wide. Development fees need only a majority vote of the legislative body for adoption.

### Approach and Methodology

Willdan's methodology for calculating public facilities fees is both simple and flexible. Simplicity is important so that the development community and the public can easily understand the justification for the fee program. At the same time, we use our expertise to reasonably ensure that the program is technically defensible.

Flexibility is important, so we can tailor our approach to the available data, and the agency's policy objectives. Our understanding of the technical standards established by statutes and case law suggests that a range of approaches are technically defensible. Consequently, we can address policy objectives related to the fee program, such as economic development and affordable housing. Flexibility also enables us to avoid excessive engineering costs associated with detailed facility planning. We calculate the maximum justifiable impact fee and provide flexibility for the agency to adopt fees up to that amount.

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The four steps followed in an impact fee study include:

- **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;
- **Identify facility standards:** Determine the facility standards used to plan for new and expanded facilities;
- **Determine facilities required to serve new development and their costs:** Estimate the total amount and cost of planned facilities, and identify the share required to accommodate new development; and
- **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the public facilities fee schedule.

We discuss key aspects of our approach to each of these steps in the subsections that follow.

### Growth Projections

In most cases, we recommend use of long-range market-based projections of new development. By "long-range" we suggest 20 to 30 years to: capture the total demand often associated with major public facility investments; and support analysis of debt financing, if needed. In contrast to build out projections, market-based projections provide a more realistic estimate of development across all land uses. Build out projections typically overestimate commercial and industrial development because of the oversupply of these land uses relative to residential development.

### Facility Standards

The key public policy issue in development impact fee studies is the identification of facility standards (second bullet above). Facility standards document a reasonable relationship between new development and the need for new facilities. Standards ensure that new development does not fund deficiencies associated with existing development.

Our approach recognizes three separate components of facility standards:

1. **Demand standards** determine the amount of facilities required to accommodate growth. Examples include park acres per thousand residents, square feet of library space per capita, or gallons of water per day. Demand standards may also reflect a level of service such as the vehicles-to-capacity (V/C) ratio used in traffic planning;
2. **Design standards** determine how a facility should be designed to meet expected demand, for example park improvement requirements and technology infrastructure for office space. Design standards are typically not explicitly evaluated as part of an impact fee analysis but can have a significant impact on the cost of facilities. Our approach incorporates current facility design standards into the fee program to reflect the increasing construction cost of public facilities; and
3. **Cost standards** are an alternate method for determining the amount of facilities required to accommodate growth based on facility costs per unit of demand. Cost standards are useful when demand standards were not explicitly developed for the facility planning process. Cost standards also enable different types of facilities to be analyzed based on a single measure (cost or value), useful when disparate facilities are funded by a single fee program. Examples include facility costs per capita, per vehicle trip, or cost per gallon of water per day.



## County of Santa Cruz, CA

### Identifying New Development Facility Needs and Costs

We can take several different approaches to identify facility needs and costs to serve new development. Typically, this is a two-step process: 1) identify total facility needs; and 2) allocate to new development its fair share of those needs. Total facility needs are often identified through a master facility planning process that typically takes place concurrent with or prior to conducting the fee study. Engineered facility plans are particularly important in the areas of traffic, water, sewer, and storm drain due to the specialized technical analysis required to identify facility needs.

There are three common methods for determining new development's fair share of planned facilities costs: 1) the existing inventory method; 2) the planned facilities method; and 3) the system plan method. Often the method selected depends on the degree to which the community has engaged in comprehensive facility master planning to identify facility needs.

The formula used by each approach and the advantages and disadvantages of each method is summarized as follows:

#### Existing Inventory Method

The existing inventory method allocates costs based on the ratio of existing facilities to demand from existing development as follows:

$$\frac{\text{Current Value of Existing Facilities}}{\text{Existing Development Demand}} = \$/\text{unit of demand}$$

Under this method new development funds the expansion of facilities at the same standard currently serving existing development. By definition, the existing inventory method results in no facility deficiencies attributable to existing development. This method is often used when a long-range plan for new facilities is not available. Only the initial facilities to be funded with fees are identified in the fee study. Future facilities to serve growth are identified through an annual Capital Improvement Plan (CIP) and budget process, possibly after completion of a new facility master plan.

#### Planned Facilities Method

The planned facilities method allocates costs based on the ratio of planned facility costs to demand from new development as follows:

$$\frac{\text{Cost of Planned Facilities}}{\text{New Development Demand}} = \$/\text{unit of demand}$$

This method is appropriate when specific planned facilities can be identified that only benefit new development. Examples include street improvements to avoid deficient levels of service or a sewer trunk line extension to a previously undeveloped area. This method is appropriate when planned facilities would not serve existing development. Under this method new development funds the expansion of facilities at the standards used for the master facility plan.

#### System Plan Method

This method calculates the fee based on the ratio of the value of existing facilities plus the cost of planned facilities divided by demand from existing plus new development:

$$\frac{\text{Value of Existing Facilities} + \text{Cost of Planned Facilities}}{\text{Existing} + \text{New Development Demand}} = \$/\text{unit of demand}$$

This method is useful when planned facilities need to be analyzed as part of a system that benefits both existing and new development. It is difficult, for example, to allocate a new fire station solely to new development when that station will operate as part of an integrated system of fire stations that work together to achieve the desired level of service. Police substations, civic centers, and regional parks are examples of similar facilities.

The system plan method ensures that new development does not pay for existing deficiencies. Often, facility standards based on policies such as those found in General Plans are higher than existing facility standards. This method enables the calculation of the existing deficiency required to bring existing development up to the policy-based standard. The local agency must secure non-fee funding for that portion of planned facilities, required to correct the deficiency, to ensure that new development receives the level of service funded by the impact fee.

## County of Santa Cruz, CA

### Calculating the Fee Schedule

At its simplest, the fee schedule uses the cost per unit of demand discussed in the last subsection to generate the fee schedule. This unit cost is multiplied by the demand associated with a new development project to calculate the fee for that project. The fee schedule uses different demand measures by land use category to provide a reasonable relationship between the type of development and the amount of the fee. We are familiar with a wide range of methods for identifying appropriate land use categories and demand measures depending on the study.

### Related Approach Issues

#### Funding and Financing Strategies

In our experience, one of the most common problems with impact fee programs and with many CIPs is that the program or plan is not financially constrained to anticipated revenues. The result is a “wish list” of projects that generate community expectations that often cannot be fulfilled. Our approach is to integrate the impact fee program into the local agency’s existing CIPs while encouraging those plans to be financially constrained to available resources. We clearly state the cost of correcting existing deficiencies, if any, to document the relationship between the fee program and the need for additional non-fee funding.

We can also address one of the most significant drawbacks of an impact fee program – the inability to support conventional public debt financing, so projects can be built before all fee revenues have been received. In collaboration with financial advisors and underwriters, we have developed specific underwriting criteria so that fees can be used to pay back borrowing if another source of credit exists. Typically, this approach involves the use of Certificates of Participation or revenue bonds that are calibrated so that they can be fully repaid using impact fee revenues.

#### Economic Development Concerns

The development community often is concerned that fees and other exactions will become too high for development to be financially feasible under current market conditions. Local agencies have several strategies to address this concern, including:

- Conducting an analysis of the total burden placed on development, by exactions, to see if feasibility may be compromised by the proposed fees;
- Gathering similar data on the total fee burden imposed by neighboring or competing jurisdictions;
- Developing a plan for phasing in the fees over several years to enable the real estate market to adjust;
- Providing options for developers to finance impact fees through assessments and other types of financing districts; and
- Imposing less than the maximum justified fee.

If less than the maximum justified fee is imposed, we will work with staff to identify alternative revenues sources for the CIP. The CIP should remain financially feasible to maintain realistic expectations among developers, policymakers, and the public.

#### Stakeholder Participation

Stakeholder participation throughout the study supports a successful adoption process. Our approach is to create consensus first, around the need for facilities based on agreed upon facility standards. Second, we seek consensus around a feasible funding strategy for these needs, leading to an appropriate role for impact fees.

Gaining consensus among various groups requires a balanced discussion of both economic development and community service objectives. Often, our approach includes formation of an advisory committee to promote outreach to and input from the development community and other stakeholders. We have extensive experience facilitating meetings to explain the program and gain input.

#### Program Implementation

Fee programs require a certain level of administrative support for successful implementation. Our final report will include recommendations for appropriate procedures, such as:

- Regularly updating development forecasts;
- Regularly updating fees for capital project cost inflation;
- Regularly updating capital facility needs based on changing demands;
- Developing procedures for developer credits and reimbursements; and
- Including an administrative charge in the fee program.

## County of Santa Cruz, CA

### Work Plan

Willdan will work with the County to update its impact fees consistent with the Mitigation Fee Act and other relevant laws. We want to ensure that our scope of services is responsive to the County's needs and specific local circumstances.

We will work with the County to revise our proposed scope based on input prior to approval of a contract, and as needed during the course of the study.

#### Phase One

Phase One is intended to inform the County's efforts to update the Fee Program, identify potential additional fee categories, and ultimately produce a comprehensive Impact Fee Study pursuant to the *Mitigation Fee Act*. Phase One tasks include, but may not be limited to, the following:

#### Task 1: Review Documentation & Identify/Resolve Policy Issues

**Objective:** Understand current policy direction and funding for funding capital facilities.

**Description:** Review existing agency policy documents related to capital planning and funding programs. Policy issues will be brought to the attention of County staff, as appropriate, during the project and guidance will be sought prior to proceeding. Potential policy issues include:

- Adequacy of General Plan and other public facility planning policies;
- County funding priorities;
- Changes to ongoing funding for capital facilities, including state and federal funding programs; and;
- Land use and development priorities.

#### Task 2: Review & Summarize Strategies of Other Jurisdictions

**Objective:** Identify best practices for updating impact fee programs in similar jurisdictions.

**Description:** Review and summarize strategies and approaches employed by other jurisdictions for similar fee programs. Willdan will discuss any issues or concerns regarding the current fees, including possible zones, structuring and administration. Advice will be provided to the County on these concerns (if any), as well as input based on experience and the best current practices. Willdan will provide examples of ideas and practices from other jurisdictions for consideration where appropriate.

#### Task 3: Evaluate Master Plan & Capital Improvement Plan

**Objective:** Evaluate existing capital facilities planning and unfunded capital needs.

**Description:** Review current facilities planning documents to identify facilities needed to accommodate growth. Identify areas where additional capital planning may be needed.

#### Task 4: Evaluate Existing Fee Program & Nexus Study

**Objective:** Understand current County impact fee program for funding capital facilities.

**Description:** Review all available documentation regarding the County's current impact fee program to determine how to best update the impact fee program. Summarize current nexus approach and identify areas for revision.

#### Task 5: Present Phase One Findings

**Objective:** Communicate results of Phase One analysis to stakeholders and elected officials.

**Description:** Present findings, options and recommendations to County staff and others (including stakeholders) as directed. County to review this information and provide feedback to Willdan, as necessary.

#### Task 6: Prepare Phase Two Workplan

**Objective:** Refine Phase Two workplan based on results from Phase One.

## County of Santa Cruz, CA

**Description:** Pursuant to work completed in Tasks 1-4 above, Willdan will prepare and submit to the County a Phase Two work plan prior to issuing a notice to proceed for Phase Two. The workplan is intended to be the roadmap for achieving the tasks outlined in Phase Two and shall include, at minimum, the following:

- a. Proposed fee categories and zones (if any);
- b. Key tasks and milestones;
- c. Clearly defined roles, responsibilities, and deliverables;
- d. Outreach plan to engage and establish buy-in from key stakeholders which include, but are not limited to: County leadership, building industry associations, individual developers/landowners, builders, and the general public;
- e. Detailed timeline.

### Phase Two

During Phase Two, Willdan will prepare a comprehensive updated Impact Fee Program and Nexus Study pursuant to the applicable Act. The work effort will be based on the work plan approved at the end of Phase One and will reflect and build upon the Phase One effort. In general, Phase Two will consist of the following.

#### Task 1: Identify Implementation Issues

**Objective:** Identify and discuss potential policy issues raised by the study. Kick-off meeting with staff to review data needs, policy issues, schedule and discuss additional fee categories identified in phase one.

**Description:** Review decisions and results of Phase. Bring policy issues to County staff's attention, as appropriate, during the project and seek guidance prior to proceeding. Potential policy issues include:

- Changes in implementation resulting from AB 602;
- Changes in approach and nexus findings necessary to comply with AB 602;
- Adequacy of General Plan and other public facility planning policies (e.g., level of service standards); impact fee ordinances and resolutions, and prior nexus studies;
- Availability of existing public facility master plans and CIPs to identify needed facilities;
- Types of facilities to be funded by each fee;
- Land use categories for imposition of fees;
- Nexus approach to determining facility standards;
- Nexus approach to allocating cost burden among land uses, including need for separate fee zones;
- Relationship between park impact fees and Quimby fees in-lieu of dedication;
- Potential alternative funding sources, if needed;
- Funding existing deficiencies, if identified;
- Potential fee zones or subareas to tailor the fee program or address other policy considerations; and
- Implementation concerns and strategies.

**Deliverables:** (1) Information requests; and (2) revised project scope and schedule (if needed).

#### Task 2: Identify Existing Development and Future Growth

**Objective:** (1) Identify estimates of existing levels of development; and (2) identify a projection of future growth consistent with current planning policy.

**Description:** Identify base year for estimating existing levels of development and for calculating facility standards based on existing facility inventories (see Task 3). Include entitled development that would be exempt from fee program.

Consult with County staff to identify growth projections to a defined long-range planning horizon (10 to 30 years). Projections provide a basis for determining the facilities needed to accommodate growth (see Task 4). Consider projections from regional metropolitan planning agencies and other available sources - County staff to provide estimates and projections by zone if needed.

Develop approach for converting land use data to measure of facility demand.

For example, identify population and employment density factors to convert population and employment estimates to dwelling units and building square footage.

## County of Santa Cruz, CA

Select appropriate approach for each impact fee based on:

- Available local data on facility demand by land use category;
- Approaches used by other agencies; and
- Support for other agency policy objectives.

Changes to estimates and projections during subsequent tasks could cause unanticipated effort and require an amendment to the scope of services and budget. Obtain approval of estimates and projections from County staff prior to proceeding.

### Task 3: Determine Facility Standards

**Note:** Conduct Tasks 3, 4, and 5 separately for each intended facility and fee type. Conduct tasks concurrently because of the effect of facility standards (Task 3), facility needs (Task 4), and alternative funding (Task 5) on the fee calculation.

**Objective:** Determine standards to identify facilities required to accommodate growth.

**Description:** Identify and evaluate possible facility standards depending upon the facility type, current facility inventory data, and available facility planning documents. Consider use of: (1) adopted policy standards (e.g., General Plan, master facility plans); (2) standards derived from existing facility inventories; or (3) standards derived from a list of planned facility projects. County staff to provide policies, inventories, and project lists. Willdan will work with the County to identify additional costs that might be eligible for funding by the DIF.

### Task 4: Determine Facilities Needs and Costs

**Objective:** Identify the type, amount and cost of facilities required to accommodate growth and correct deficiencies, if any.

**Description:** Quantify total planned facilities based on growth projection from Task 2 and facility standards from Task 3. Express planned facilities in general quantities such as acres of parkland, or as a specific list of capital projects from a master facility plan.

Location of planned facilities may or may not be specified. If only a general description of planned facilities is available through the planning horizon, County staff to provide a list of specific capital projects for use of fee revenues during the short term (e.g., five years).

Distinguish between: (1) facilities needed to serve growth (that can be funded by impact fees); and (2) facilities needed to correct existing deficiencies (that cannot be funded by impact fees). Use one of three cost allocation methods (existing inventory, system plan, or planned facilities).

Gather planning-level data on new facilities costs based on lump sum project cost estimates, or unit costs and project quantities (acres, building square feet, lane miles, etc.). Consider recent County experience, local market data such as land transactions, and consultant team experience from prior projects. Inflate older cost estimates to base year using appropriate cost indices.

The revised facility costs will form the basis of the capital improvement program needed for compliance with AB 602.

***The Willdan scope of work does not include traffic engineering to identify total facility needs, existing deficiencies, or cost estimates. Subconsultant Fehr & Peers has provided an accompanying scope of work to conduct transportation modeling necessary to determine the fair share allocation of transportation projects to new development.***

### Task 5: Identify Funding and Financing Alternatives

**Objective:** Determine the extent of alternative (non-fee) funding available for new facilities.

**Description:** If impact fees will only partially fund a capital project, the *Mitigation Fee Act* requires the agency report on the anticipated source and timing of the additional funding every five years. There are two types of alternative funding sources that we will identify:

1. Funding from non-impact fee sources to correct existing deficiencies; and
2. Funding from new development other than impact fees that must be credited against new development's impact fee contributions, possibly including taxes paid to finance facilities.



## County of Santa Cruz, CA

Identify anticipated alternative funding based on information from County staff or note that funds are still to be identified based on a list of probable funding alternatives. If fees will fund debt service include financing costs in the total cost of facilities.

Assume facilities to be funded predominantly on a pay-as-you-go basis. Scope does not include a cash flow analysis to analyze effect of timing of fee revenues on financing costs.

### Task 6: Comparison Analysis

**Objective:** Provide a comparison of the current and proposed impact fees to those of comparable/surrounding jurisdictions in Santa Cruz County.

**Description:** Willdan will compare a total of five Santa Cruz County jurisdictions to be selected by the County. Typically, Willdan prepares an analysis of fees charged to a series of prototype developments (such as residential, retail, etc.) to provide an “apples to apples” comparison, but the exact methodology will be determined in consultation with the County.

### Task 7: Calculate Fees and Prepare Report

**Objective:** Provide technically defensible fee report that comprehensively documents project assumptions, methodologies, and results.

**Description:** Generate fee schedule to apportion facility costs to individual development projects. Use facility costs per unit of demand multiplied by demand by land use category based on data developed in prior tasks.

Prepare draft report tables for County staff to review, that document each step of the analysis, including schedule of maximum justified fees by facility type land use category and all other requirements of the Mitigation Fee Act.

Following one (1) round of comments from County staff on the quantitative analysis and fee schedules, prepare administrative draft report. The report will contain all required calculations and assumptions. In addition, Willdan will provide the County with best practices regarding a range of policy decisions for consideration by the County Board, including incentives for affordable housing production and considerations of the impact of fees on development in the County.

Following one (1) round of comments on administrative draft, prepare public draft for presentation to interested parties, the public and elected officials. This public review draft will be presented and public stakeholder meetings and at a Board informational session. Prepare final report, if necessary, based on comments received on the public draft report. If requested, post the report on our website for public access. Note that as of January 2022, the Nexus study is adopted separately from the fees, and with a 30-day notice.

Fees will be calculating residential land uses in compliance with AB 602.

Provide legal counsel with copies of fee resolutions and ordinances used by other jurisdictions.

**Deliverables:** We will provide up to two (2) bound copies of the draft report, one (1) unbound copy, one (1) Microsoft Word copy; and up to two (2) bound copies of the final report.

### Task 8: Policy Guidance and Considerations

**Objective:** Provide additional guidance on a range of policy issues requested by the County.

**Description:** In addition to the legal and technical requirements of the nexus study, Willdan will provide guidance and support on the following issues:

- Exemptions or adjustments to fees for policy priorities (such as affordable housing or economic development)
- Potential new fee categories
- Annual fee update methodology
- Best practices from other jurisdictions, as applicable.

**Deliverables:** Memo (for Board of Supervisors ) these issues are typically included in the staff report or as a separate attached memo).

## County of Santa Cruz, CA

### Task 9: Meetings

**Objective:** The project manager or other necessary Willdan staff will attend project meetings. A member of the Impact Fee project team will attend up to ten (10) in-person meetings and presentations throughout the County's engagement. Phone conferences are not considered meetings for the purposes of this scope.

**Optional:** Optional stakeholder and Board meetings may be requested by the County.

### Deliverables

The documents and deliverables produced, including those enumerated in Phases One and Two above, shall be provided in draft form for the County's review.

Willdan anticipates two iterative rounds of comments and adjustments from the County on any document before County determines that it is final.

## Staff Support

To complete our tasks, we will need the cooperation of County of Santa Cruz staff. We suggest that the County assign a key individual to represent the County as the project manager who can function as our primary contact. We anticipate that the County's project manager will:

- Coordinate responses to requests for information;
- Coordinate review of work products; and
- Help resolve policy issues.

Willdan will rely on the validity and accuracy of the County's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

## Project Disclaimer

The County of Santa Cruz further represents, acknowledges, and agrees that:

- (i) The County uses, or may use, the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) The County is not looking to Willdan to provide, and County shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- (iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;
- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the County with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the County, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the County, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- (v) Notwithstanding all of the foregoing, the County recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the County will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the County is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.






## County of Santa Cruz, CA

### Quality Control Procedures

#### Project Management Approach

At Willdan, we utilize a Project Management Process/Approach that ensures projects are completed on time, within budget and most importantly yield results that match our clients' expectations. We will document discussions leading to important policy decisions and/or the choice of critical assumptions used in constructing the analysis and model. Following key stakeholder discussions, we will schedule a call to summarize findings and direction with County staff, to make certain that we are in agreement with stated objectives, and that feedback is incorporated as appropriate.

Through the process of providing regular updates and conducting status conference calls, potential issues will be highlighted, discussed, and resolved. Any deviances from the project timeline will be identified and plans will be developed for course corrections. If necessary, changes in approach or strategy will be discussed with County staff, to meet the needs of the County of Santa Cruz. In doing this, we will ensure the project stays on track and evolves, based upon current thinking and outside dynamics.

Project Management				
 Define the Project	 Plan the Project	 Manage the Project	 Review the Project	 Communicate the Project
<ul style="list-style-type: none"> <li>Identify the project scope, set objectives, list potential constraints, document assumptions.</li> <li>Define a course of action and develop an effective communication plan.</li> <li>Provide a forum for applying the team's collective expertise to solving difficult analytical issues that arise in complex projects.</li> </ul>	<ul style="list-style-type: none"> <li>Collaborate with the project team and client staff and agree upon timeline to meet the estimated project timeline.</li> <li>Assign workload functions to appropriately qualified staff to ensure milestones are met, on time.</li> <li>Pre-schedule quality control meetings with project team to maintain the progressive motion of the project.</li> </ul>	<ul style="list-style-type: none"> <li>Manage the execution of the project.</li> <li>Direct existing and upcoming project tasks.</li> <li>Control and monitor work in progress.</li> <li>Provide feedback to client and project team.</li> <li>Identify and resolve deviances from project timeline.</li> </ul>	<ul style="list-style-type: none"> <li>Review all work product and deliverables.</li> <li>Utilize structured quality assurance process involving up to three levels of review at the peer level, project manager level.</li> <li>Procure executive officer level review.</li> </ul>	<ul style="list-style-type: none"> <li>Communicate with the client regarding work status and progress.</li> <li>Ensure client is in receipt of regular status updates.</li> <li>Schedule regular conference calls to touch base.</li> <li>Inform client of roadblocks, work outside of projected scope.</li> </ul>



## County of Santa Cruz, CA

### Quality Assurance / Quality Control Process

Our quality control program is incorporated as a required element of Willdan's day-to-day activities. There are three levels of reviews incorporated for our deliverables:

- 1) Peer review;
- 2) Project Manager review; and
- 3) Final quality assurance manager review.

Peer reviews involve one analyst reviewing the work of another, while project manager reviews are conducted prior to delivery to the quality assurance manager. The quality assurance manager then performs a final review. This assures that our final product has been thoroughly evaluated for potential errors; thus, providing quality client deliverables, and high levels of integrity and outcomes.



The primary mission of our quality control plan is to provide staff with the technical and managerial expertise to plan, organize, implement, and control the overall quality effort, thereby ensuring the completion of a quality project within the time and budget established.

Quality Assurance Goals		
Goal	Lead	Task
Quality Assurance / Control Process	James Edison	<ul style="list-style-type: none"> <li>Establish a set of planned and systematic actions for maintaining a high level of quality in the professional services performed;</li> <li>Emphasize quality in every phase of work;</li> <li>Ensure efficient use of resources;</li> <li>Establish a consistent and uniform approach to the services performed; and</li> <li>Implement appropriate quality control measures for each work task of the project.</li> </ul>
Quality Control Plan	James Edison; Carlos Villareal	<ul style="list-style-type: none"> <li>Contract deliverables;</li> <li>Specific quality control procedures;</li> <li>Special quality control emphasis;</li> <li>Budget and manpower requirements;</li> <li>Overall project schedule and budget; and</li> <li>Project documentation requirements.</li> </ul>

## County of Santa Cruz, CA

### Project Schedule

The following is a typical schedule for an impact fee update. Usually, projects of this nature are completed within four to six months upon receipt of a notice-to-proceed, however, Willdan recognizes that the County anticipates that this process will stretch to 24-36 months to account for stakeholder input, buy-in, and coordination. Willdan will work with the County to refine a project schedule including milestones and deliverables. It is important to note that the schedule will be impacted by the County's ability to provide the necessary data in a quality, form, and format that is sufficient for the conduct of each task. Also, the schedule will be impacted by the availability of County staff and other stakeholders to attend meetings and provide critical feedback and direction. Delays in responding to our requests for data and review will result in corresponding delays to the project schedule. If that is the case, we will notify the County immediately of the possible impact on the schedule.

County of Santa Cruz											
Comprehensive Development Impact Fee Study											
Project Schedule											
Scope of Services	February 2025	March	April	May	June	July	August	September	October		
<b>Phase One</b>											
Task 1: Review Documentation & Identify/Resolve Policy Issues											
Task 2: Review & Summarize Strategies of Other Jurisdictions											
Task 3: Evaluate Master Plan & Capital Improvement Plan											
Task 4: Evaluate Existing Fee Program & Nexus Study											
Task 5: Present Phase One Findings											
Task 6: Prepare Phase Two Workplan											
<b>Phase Two</b>											
Task 1: Identify & Consider Fee Categories & Policy Issues											
Task 2: Identify Existing Development & Growth											
Task 3: Determine Facility Standards											
Task 4: Determine Facilities Needs and Costs											
Task 5: Identify Funding and Financing Alternatives											
Task 6: Fee Comparison											
Task 7: Calculate Fees and Prepare Report											
Task 8: Policy Guidance and Considerations											
Task 9: Meetings											

## County of Santa Cruz, CA

### Attachment B - Fee Schedule

## 8. Fee Proposal

### Willdan Financial Services

Based upon the scope of work outlined within our technical proposal, Willdan proposes a **fixed fee of \$115,380** to conduct the County's Comprehensive Development Impact Fee Study. The table below provides a breakdown of the proposed fee by task and team member.

County of Santa Cruz					
Comprehensive Development Impact Fee Study					
Fee Proposal					
	J. Edison PIC / Tech Advisor	C. Villarreal Project Manager		Total	
	\$ 240	\$ 210	Hours		Cost
<b>Scope of Services</b>					
<b>Phase One</b>					
<b>Task 1:</b> Review Documentation & Identify/Resolve Policy Issues	10.0	18.0	28.0	\$	6,180
<b>Task 2:</b> Review & Summarize Strategies of Other Jurisdictions	14.0	18.0	32.0		7,140
<b>Task 3:</b> Evaluate Master Plan & Capital Improvement Plan	12.0	18.0	30.0		6,660
<b>Task 4:</b> Evaluate Existing Fee Program & Nexus Study	12.0	20.0	32.0		7,080
<b>Task 5:</b> Present Phase One Findings	4.0	8.0	12.0		2,640
<b>Task 6:</b> Prepare Phase Two Workplan	1.0	2.0	3.0		660
<b>Phase One Total Hours &amp; Cost</b>	53.0	84.0	137.0	\$	30,360
<b>Phase Two</b>					
<b>Task 1</b> Identify & Consider Fee Categories & Policy Issues	18.0	24.0	42.0	\$	9,360
<b>Task 2</b> Identify Existing Development and Future Growth	12.0	24.0	36.0		7,920
<b>Task 3</b> Determine Facility Standards	12.0	18.0	30.0		6,660
<b>Task 4</b> Determine Facilities Needs and Costs	12.0	18.0	30.0		6,660
<b>Task 5</b> Identify Funding and Financing Alternatives	16.0	24.0	40.0		8,880
<b>Task 6</b> Fee Comparison	8.0	24.0	32.0		6,960
<b>Task 7</b> Calculate Fees and Prepare Report	8.0	24.0	32.0		6,960
<b>Task 8</b> Policy Guidance and Considerations	12.0	10.0	22.0		4,980
<b>Task 9</b> Meetings	41.0	80.0	121.0		26,640
<b>Phase Two Total Hours &amp; Cost</b>	139.0	246.0	385.0	\$	85,020
<b>Total Hours &amp; Cost</b>	192.0	330.0	522.0	\$	115,380

Please note the following:

- The fee denoted above includes attendance at up to four in-person meetings with County staff, stakeholders, and County Board of Supervisors. Attendance at more than four meetings and/or presentations will be billed at our current hourly rates, provided below, and actual expenses.
- Comprehensive written responses to resolve conflicts or preparation of more than one set of major revisions to the draft report, will be classified as Additional Services, and may require additional billing at hourly rates stated in the hourly rate schedule listed below. These additional fees shall only take effect once the fixed fee stated above has been exceeded.
- Our fixed fee includes all direct expenses associated with the project.
- We will invoice the County monthly based on percentage of project completed.
- County shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to the County or relating to the project. Reimbursement shall be at Willdan's rates in effect at the time of such response.
- Optional/Additional Services beyond the listed Scope of Services may be authorized by the County and will be billed at our then-current hourly overhead consulting rates.

## County of Santa Cruz, CA

### Hourly Rates

Provided below is Willdan's hourly rate table identifying current hourly rates for additional or optional services.

Willdan Financial Services Hourly Rate Schedule		
Position	Team Member	Hourly Rate
Vice President/Director		\$250
Managing Principal	James Edison	\$240
Principal Consultant	Carlos Villarreal	\$210
Senior Project Manager		\$185
Project Manager		\$165
Senior Project Analyst		\$135
Senior Analyst		\$125
Analyst II		\$110
Analyst I		\$100

### Fehr & Peers

The time-and-materials cost to prepare the letter report described within the technical proposal is ***not-to-exceed \$150,000***. This fee includes all professional and support staff time, as well as direct expenses. Invoices will be submitted monthly and are due upon receipt (refer to Table 2). Fehr & Peers understands this project will take one to two years to complete and will work with Willdan and County staff on specific delivery dates as we start each stage of work. Additional services, if any, will be billed on a time-and-materials basis and completed upon written authorization. The terms of this proposal are valid for a period of 30 days.

Fehr & Peers Transportation Fee Estimate		
Stage	Hours	Fee
1. Scoping and Project Coordination	56	\$15,340
2. Defining Transportation Projects	216	\$48,380
3. Defining Growth Potential	34	\$ 7,890
4. Fair Share/Nexus Analysis	208	\$44,580
5. Completing the Fee Study	140	\$33,810
<b>Total</b>	<b>654</b>	<b>\$150,000</b>

## Certificate Of Completion

Envelope Id: 95A8E5DC-2083-4B45-946E-ACC3731F997C	Status: Completed
Subject: Complete with Docusign: 25C5065 ICA -- Willdan - Final.pdf	
Source Envelope:	
Document Pages: 20	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Luna Harter
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	701 Ocean Street
	Santa Cruz, CA 95060
	Luna.Harter@santacruzcountyca.gov
	IP Address: 23.119.164.142


## Record Tracking

Status: Original	Holder: Luna Harter	Location: DocuSign
3/4/2025 2:50:03 PM	Luna.Harter@santacruzcountyca.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: Docusign

## Signer Events

Justin Graham  
Justin.Graham@santacruzcountyca.gov  
Reviewed as to form / Assistant County Counsel  
County of Santa Cruz  
Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
  
40E85ACDEDA842D...  
Signature Adoption: Pre-selected Style  
Using IP Address: 63.194.190.100

## Timestamp

Sent: 3/4/2025 2:52:14 PM  
Viewed: 3/4/2025 2:53:10 PM  
Signed: 3/4/2025 2:54:11 PM

## Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 10:15:00 AM  
ID: dd5bcf3a-9e05-49ae-af0f-0166e942a77f

Gina Borasi  
Gina.Borasi@santacruzcountyca.gov  
Risk Manager  
County of Santa Cruz  
Security Level: Email, Account Authentication  
(None)

Signed by:  
  
E4EADC5BA53B4DB...  
Signature Adoption: Pre-selected Style  
Using IP Address: 24.6.202.106

Sent: 3/4/2025 2:54:12 PM  
Viewed: 3/4/2025 5:53:58 PM  
Signed: 3/4/2025 5:57:33 PM

## Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM  
ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/4/2025 2:52:14 PM
Certified Delivered	Security Checked	3/4/2025 5:53:58 PM
Signing Complete	Security Checked	3/4/2025 5:57:33 PM
Completed	Security Checked	3/4/2025 5:57:33 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Santa Cruz:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us)

### **To advise County of Santa Cruz of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from County of Santa Cruz**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with County of Santa Cruz**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.