

NAPA COUNTY AGREEMENT NO. 250100B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 20th day of August, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and WILLDAN FINANCIAL SERVICES, INC., whose mailing [or business] address is 27368 Via Industria, Suite 200, Temecula, CA 92590, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to conduct an AB 1600 Development Impact Fee (or Nexu)s Study for Affordable Housing, Traffic, Utility Connections, Watershed Management, and Small Woodland Conversion mitigation projects; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

TERMS

NOW, THEREFORE, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2025, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed three additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A,” attached hereto, in addition to the RFP and CONTRACTOR’s proposal, incorporated by reference herein.

3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B," attached hereto and incorporated by reference herein.

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a fixed fee of SIX-EIGHT THOUSAND FOUR HUNDRED AND SIXTY DOLLARS (\$68,460) for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. Method of Payment.

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. If the Agreement provides for a fixed price, if CONTRACTOR presents interim invoices, CONTRACTOR must state the percentage of work completed, which must be verified by COUNTY, i.e., 35% design, 95% design, draft report, et cetera, at which time CONTRACTOR shall be paid the equivalent percentage of the fixed price.

(d) CONTRACTOR shall submit invoices not more often than monthly to the Management Analyst who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit "C".

(e) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Management Analyst upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. Independent Contractor. CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of

CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, **issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:**

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and

non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the County Executive Office prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not

be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

8. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless COUNTY and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. Termination for Cause. If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within thirty (30) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving thirty (30) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby

authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least 30 days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. **Disposition of, Title to and Payment for Work Upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

County Executive Office
Napa County
1195 Third Street Suite 310
Napa, CA 94559

CONTRACTOR

Willdan Financial Services
27368 Via Industria, Ste
200 Temecula, CA 92590

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective June 20, 2017.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and

subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. Confidentiality.

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Management Analyst. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR. Additionally, CONTRACTOR shall only access, use or disclose County Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with County. Any other access, use or disclosure of County Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential files, documents or devices containing County Protected Information from a County facility; the unauthorized transmission of County Protected Information via email, fax or other means; and the discussion of such information with other individuals (including other CONTRACTOR or County employees) who do not have a County approved business reason to obtain the information.

(2) CONTRACTOR shall ensure that its staff and any third party organizations or individuals that it engages to perform services in conjunction with the terms of this agreement are trained to its privacy and security policies, as well as Paragraph 15 of this agreement; and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of. This

includes instances wherein CONTRACTOR encounters unsecured Protected Information in areas where CONTRACTOR employees are performing services.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

16. No Assignments or Subcontracts.

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Management Analyst.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof

as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

(d) Prevailing Wages.

(1) Affected Work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing Wages Rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll Records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.


25. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

26. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

27. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

Willdan Financial Services

By 
Chris Fisher, Vice President/Director

NAPA COUNTY, a political subdivision of
the State of California

By _____
JOELLE GALLAGHER, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <i>Silva Darbinian</i> Deputy County Counsel Date: July 30, 2024	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT “A”

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

Complete a Development Impact Fees Study to update Napa County’s impact fees. The County’s impact fee program must comply with the Mitigation Fee Act (California Government Code Section 66000 et seq., also known as Assembly Bill 1600) and applicable case law.

Required Services:

- a. **Fee Study:** Conduct a fee study on the following:
 - Affordable Housing Fees
 - Connection Fees (water/sewer)
 - In-lieu Fee for Small Oak Woodland Conversion Projects
 - Municipal Watershed Management
 - Traffic Impact Fees

- b. **Findings:** Provide sufficient information and the necessary findings to help the County determine the develop impact fees based on the proposed infrastructure requirements to support the County’s growth projections. The consultant will work with County staff to determine other supporting infrastructure (i.e., equipment, vehicles, etc.) or other operational services that could rightfully be included in the fee program to ensure the costs of such supporting infrastructure are paid by development. The consultant will evaluate the following:
 - If current fees have resulted in funding anticipated projects.
 - If an increase to fees is necessary to complete anticipated projects.
 - If there are potential new projects that should be supported by impact fees and what those fees should be.

- c. **Meetings:** The consultant shall include attendance at the following meetings, as a minimum:
 - Kick-off meeting between consultant and County staff to review objectives of study, agree to methodology, exchange information, timing, schedule for all tasks and to determine information to be provided by County staff.
 - Public Workshop aimed at educating the community about the purpose of impact fees, the process, and to seek input.
 - Review findings with County staff. Consultant to provide information supporting findings to date and proposed fees.

The consultant shall consider the following optional meetings in their proposal, with a separate fee schedule, if necessary, for three additional meetings.

- Public meeting to present draft study report and share findings with stakeholders, including developers and engineers. Consultant to facilitate meeting, provide exhibits and formal presentation, collect input, and prepare meeting minutes capturing public input.
- Board of Supervisors meeting to present draft study report. Discuss methodology, findings, formal presentation, answer questions about findings, collect input for preparation of final report.

- Final Board of Supervisors meeting to follow-up on first meeting and present final report.
- d. **Best Practices:** Recommend best practices to help ensure better collections.
- e. **Report Deliverables:** Prepare a final report submitted to the County containing background information, methodology, findings, and recommendations. More specifically, consultant shall prepare a report containing, but not limited to, the following:
- Background information
 - A description of the overall methodology
 - Supporting justification
 - Calculations that demonstrate the legal nexus between recommended fees and the impact created by new development
 - Relationship between the fee's use and the type of project on which it would be imposed
 - Purpose of the fee
 - How the fee would be used
 - Description of the relationship between the need for any additional facilities and the type of development project on which the fee would be imposed
 - Comparable Agencies' Fees
 - Any additional matters that County staff should be made aware of, findings, and recommendations

When possible, and as coordinated with COUNTY, all reports shall be provided electronically. Ensure that any reports, and any deliverable to the County be delivered in a manner to ensure non-discrimination and equal access to County services and digital properties such as websites, documents, and applications by persons with a disability under the Americans with Disabilities Act (ADA) and under Section 508 of the Rehabilitation Act of 1973. Successful respondent shall ensure that any deliverable, including but not limited to, reports, documents, videos, multimedia productions, live broadcasts and any and all other web content and information communications technology are fully accessible and in compliance with federal accessibility standards and laws and with the COUNTY's Web Content Accessibility Standards. Examples of accessibility measures include, but are not limited to, providing closed captions, video descriptions, and 508 compliant players.

All work shall be completed in accordance with the schedule outlined in CONTRACTOR's RFP, commencing on page 29. The schedule shall serve as a general guideline. CONTRACTOR shall keep COUNTY apprised of any changes or delays in meeting the schedule guidelines.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

NAPA COUNTY

Development Impact Fee Study





May 21, 2024

Ms. Jasmine Elo
Management Analyst
County Executive Office
Napa County
1195 3rd Street
Napa, CA 94559

Re: Proposal to Conduct a Development Impact Fee Study for Napa County – RFP CEO042402

Dear Ms. Elo:

Willdan Financial Services (“Willdan”) is pleased to present this proposal to the Napa County (“County”) to conduct a development impact fee study. Willdan’s project approach helps to ensure the preparation of an impact fee study that will withstand technical challenges and public scrutiny. Given Willdan’s unmatched impact fee experience, we are particularly well positioned to serve the County and help achieve established long-term goals. Outlined below are the advantages and benefits that Willdan will provide to the County.

Unmatched experience implementing and defending fee programs. Willdan’s impact fee staff has assisted more than 100 California government agencies with the development and/or update of all fee types and is fortunate to be in a position that will provide a tremendous benefit to the County. Each project has required defensible documentation and thorough coordination of fee program changes for different agency departments and stakeholders within the business community. In some cases, Willdan has been required to negotiate fees with stakeholders and, on occasion, defend them in meetings and public forums.

We are particularly strong in advising our clients on the advantages and disadvantages of different fee schedule structures (countywide versus multiple-fee districts/zones; more versus fewer land-use categories; etc.) and methods of fee calculation that are based on the County’s and stakeholder priorities. Impact fees also need to be developed in compliance with the *Mitigation Fee Act* (California Government Code Section 66000 et seq., also known as Assembly Bill 1600) so that they are defensible and transparent. We are also current on the changes to fee programs and the adoption of nexus studies resulting from AB 602, which took effect in 2022.

Innovative Methodologies. As Willdan operates nationally, we possess unique experiences in numerous jurisdictions dealing with multiple challenges. Our ability to produce studies that accommodate various options and viewpoints ensures fair-minded and sensible projects. Our methodology and approach to impact fees has proven to be effective for Cities and Counties, the development community, and the public. Utilizing focus groups, with established guidelines, during the study, fully informs the development community and the public of the justification of the impact fees, and their positive effect on community growth.

Best-in-class impact fee team that can work immediately to prepare an impact fee program. The Willdan team begins a project by evaluating the agency’s existing fee program, if available, and current capital planning policies and funding programs. Not all capital projects are amenable to funding from impact fee programs, and we identify sources that complement fee revenues to fully fund the capital improvement program. The team’s Principal-in-Charge James Edison and Project Manager Carlos Villarreal are well respected by our clients for their skill in proactively organizing a clear, consensus-based project approach.

Successful project completion. Willdan has successfully completed many development impact fee studies, including most recently in the **Counties of Riverside, San Benito, and Stanislaus; and the Cities of Murrieta, Moreno Valley, Bell Gardens, Pomona, Fountain Valley, McFarland, Riverbank, Santa Paula, Morgan Hill, Hollister, Pismo Beach, Santa Clara.** These fee programs were approved by their respective Councils and Boards.

We are excited about this opportunity to use our skills and expertise to serve Napa County. To discuss any aspect of this submittal, please contact Managing Principal James Edison, who will serve as the primary contact for this proposal, his contact information is as follows: Tel#: (800) 755-6864 | Email: JEdison@Willdan.com.

As a Vice President of Willdan Financial Services, I am authorized to bind the firm to the terms of this proposal, as well as the subsequent agreement.

Sincerely,

WILLDAN FINANCIAL SERVICES

A handwritten signature in blue ink, appearing to read 'Chris Fisher', is written over the company name.

Chris Fisher
Vice President / Director

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1. Company Background

Firm Profile

Willdan Financial Services is an operating division within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly traded company (WLDN). WGI, through its divisions, provides professional technical and consulting services that ensure the quality, value and security of our nation’s infrastructure, systems, facilities, and environment. The firm has pursued two primary service objectives since its inception—ensuring the success of its clients and enhancing its surrounding communities.

A financially stable company, Willdan has approximately 1,600 employees working in more than a dozen states across the U.S. Our employees include a number of nationally recognized Subject Matter Experts for all areas related to the broadest definition of connected communities—including a team who will be committed to contribute their expertise throughout the duration of Napa County’s Development Impact Fee Study engagement.

Willdan has solved economic, engineering and energy challenges for local communities and delivered industry-leading solutions that have transformed government and commerce. Today, we are leading our clients into a future accelerated by a change in resources, infrastructure, technology, regulations, and industry trends.



Willdan Financial Services

Established on June 24, 1988, Willdan Financial Services, is a national firm and is one of the largest public sector economic and financial analysis consulting firms in the United States. Since that time, we have helped over 800 public agencies successfully address a broad range of infrastructure challenges.

Willdan assists local public agencies by providing the following services:

Willdan Financial Services	
Services	
<ul style="list-style-type: none"> ▪ User fee studies; ▪ Cost allocation studies; ▪ Utility rate and cost of service studies; ▪ Real estate economic analysis; ▪ Feasibility studies; ▪ Municipal Advisory; ▪ Arbitrage and Continuing Disclosure Services; ▪ Economic development strategic plans; ▪ Debt issuance support 	<ul style="list-style-type: none"> ▪ Development impact fee establishment and analysis; ▪ District Administration Services; ▪ Property tax audits; ▪ Tax increment finance district formation and amendment; ▪ Housing development and implementation strategies; and ▪ Long-term financial plans and cash flow modeling.

Employee Structure

Our staff of over 80 full-time employees support our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise.

Employee Structure	
Title	Count
President & CEO	1
Vice President – Group Director	2
Vice President	5
Assistant Director	2
Principal Consultant	13
Project Manager	8
Analyst	32
Analyst Assistant	12
Administration	7

WFS Office Locations

The following table provides the location of our Division Headquarters, as well as our satellite offices. The Napa County engagement will be conducted from the Oakland office.

Willdan Financial Services		
Office Locations		
Division Headquarters		
27368 Via Industria, Suite 200, Temecula, California 92590 Tel: (800) 755-6864 Fax: (888) 326-6864		
Aurora, CO 3190 S. Vaughn Way, Ste. 550, Of. 523 Aurora, Colorado 80014 (303) 990-4616	Orlando, FL 200 South Orange Avenue, Suite 1550 Orlando, Florida 32801 (407) 872-2467	Plano, TX 5500 Democracy Lane, Suite 130 Plano, Texas 75024 (972) 378-6588
Oakland, CA 66 Franklin Street, Suite 300 Oakland, California 94607 (510) 832-0899	Phoenix, AZ 1440 E. Missouri Ave, Suite C-170 Phoenix, Arizona 85014 (602) 870-7600	Washington, DC 1025 Connecticut Ave. NW, Ste 1000 Washington, DC 20036 (202) 510-0511

Slate of Officers

Provided in the table below are the slate of officers for Willdan Financial Services.

Willdan Financial Services		
Slate of Officers		
Michael Bieber Willdan Group Inc. CEO	Mark J. Risco President and CEO	Creighton K. Early Chief Financial Officer
Chris Fisher Vice President / Group Director	Gladys Medina Vice President / Group Director	
Jason Gray Vice President	Jeff McGarvey Vice President	Josephine Moses Vice President
Dan Jackson Vice President	Kate Nguyen Secretary	Rebekah Smith Assistant Secretary

2. Background and Experience

Experience and Expertise

Willdan has been preparing impact fee nexus studies since the passage of the *Mitigation Fee Act*. Our commitment to public agencies and public solutions has helped us develop the broad finance expertise that will be utilized to support the County’s Development Impact Fee Study. Willdan has worked on virtually every aspect of municipal finance, including fiscal and economic impact studies related to development and re-organization, the financing of infrastructure and services through special district or supplemental taxes, and even working under contract as a department head of an entire municipality. This experience has provided Willdan team members with deep insight into the sources of municipal revenue and the costs of services.

Managing Principal James A. Edison and his team have worked with public agencies on many community development projects, including the full range of analysis related to feasibility, economic and fiscal impacts, infrastructure finance, and negotiations with private developers. Willdan is thoroughly familiar with both the Act and with the technical and policy issues surrounding impact fees.

In the past five years Willdan has conducted over 125 Impact Fee Studies

Founded in 1964

50+ Offices Nationwide

800+ Municipal/Government Client

Experience across 7 States

25 Years of Development Impact Fee Experience

125+ Completed Studies

DIVERSE STAFF

- Project Managers
- Financial Consultants
- Community Engagement Experts
- Economic Developers

Unique Qualifications

Willdan is uniquely qualified to assist Napa County with the proposed Development Impact Fee Study. The following are specific advantages that we will provide for the proposed engagement.

Project Dedication

Willdan has assembled a project team of subject matter experts within the Financial Consulting Services group, to conduct the Napa County Development Impact Fee Study engagement. This team has coordinated or participated in numerous public stakeholder and staff workshops regarding fees and cost of service-based charges.

Community Investment

Much of our success in developing impactful programs and studies is due to our experiences in meeting with citizen / stakeholder groups and elected officials. Our ability to explain technical information in a concise, understandable manner is a fundamental reason for our high degree of success. Willdan staff takes the time to **include and inform the Community**.

Proven Professionals

The Team’s quality is often as important as the consulting firm’s reputation. Willdan is known for its personal, customized service. Our team will work with the County’s professional staff to provide the long-term service, that is our prime goal.

The team presented within this proposal has worked collectively on numerous projects, such as the one requested by Napa County; an established work practice between the team members has been forged, this proven long-standing system has benefited our clients.

Extensive Public Sector Experience

Willdan Group Inc. has delivered industry-leading financial, energy and engineering solutions that have transformed government and commerce for 60 years. Willdan Financial Services advises governments throughout the United States and abroad about financial and economic consulting. We serve all levels of government and collaborate with government staff, constituents, developers, officials, and other professional services firms.

References

Provided below are client references for projects completed by Willdan and the project team members proposed herein, which demonstrates our ability to provide the requested services. We are proud of our reputation for customer service and encourage you to contact our past clients regarding our commitment to excellence.

County of Stanislaus, CA Development Impact Fee Update

Willdan has a long-standing relationship with the County of Stanislaus. In 2016, we assisted the County with an update to the existing impact fee program. The program is made up of a range of fee categories including animal control, behavioral health, criminal justice, detention, emergency services, health, library, park, sheriff patrol and investigation, and countywide information technology facilities. Fees are collected on new development countywide, including incorporated municipalities within the County, which include the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford. The study also includes a Regional Transportation Impact Fee (RTIF), which is currently being updated for the County. Considerable stakeholder outreach was an integral component of this project.

Willdan recently revised the Public Facilities Impact Fee Update report to include an accessory dwelling unit land use category.

Client Contact: Keith Boggs, Assistant Executive Officer *(Retired, serving as independent consultant to the County)*
1010 10th Street, Suite 6800, Modesto, CA 95354
Tel #: (209) 652-1514 | Email: boggsk@stancounty.com

County of San Benito, CA Development Impact Fee Update

Willdan has assisted the County of San Benito with their development impact fees since 2007. Most recently, we updated and expanded the impact fees charged by the County on new development. Willdan prepared the study and presented the results at a stakeholder meeting and before the County Board of Supervisors. The fee categories included: general government, library, road maintenance, park, fire, law enforcement, detention and information technology.

Client Contact: Dulce Alonso, Management Analyst
481 Fourth Street, 1st Floor, Hollister, CA 95023
Tel #: (831) 636-4000 | Email: dalonso@cosb.us

County of Riverside, CA Comprehensive Impact Fee Study

Willdan assisted the County of Riverside with an update of its comprehensive impact fee program. The fee categories were broad and diverse including countywide facilities such as jail detention facilities and county parks and trails; unincorporated only facilities such as **fire stations** and libraries; and County planning area specific facilities including storm drain and traffic improvements. Other facilities needed to be differentiated between the Eastern and Western portions of the County due to separation by distance, as well as varying level of facilities by region.

The process was lengthy, involving significant efforts to inform staff of methodological differences between the Willdan methodology and the methodology of the previous consultant.

Willdan has recently, through competitive bid, been selected to update the Development Impact Fees.

Client Contact: Serena Chow, Administrative Services Manager
3403 10th Street, Suite 400, Riverside, CA 92501
Tel #: (951) 955-6619 | Email: schow@rivcoeda.org

City of Morgan Hill, CA

Development Impact Fee Study

Willdan was initially retained by the City of Morgan Hill in 2010 to conduct a development impact fee and nexus study, which included general government, fire, police, parks and recreation, library and storm drain fee categories. This project also included stakeholder outreach.

The City once again engaged Willdan to update their impact fees in October 2017, which was completed in July 2019. This update included the following facilities: traffic (roads and bikeways), water, sewer, drainage, police, fire, parks, library, and public facilities.

Client Contact: Dat Nguyen, Finance Director
17575 Peak Avenue, Morgan Hill, CA 95037
Tel #: (408) 779-7237 | Email: dat.nguyen@morgan-hill.ca.gov

City of Pismo Beach, CA

Development Impact Fee Study

Willdan assisted the City of Pismo Beach with an update to their impact fee program. The program included the following facilities: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. This project was warranted due to the amount of time that had elapsed since the prior update, coupled with the adoption of new and revised public facility master plans that complemented the updated impact fees.

Prior to fee program adoption, Willdan held a stakeholder meeting to inform the public about the project, and to solicit feedback from the development community.

Client Contact: Nadia Feeser, Administrative Services Director
760 Mattie Road, Pismo Beach, CA 93449
Tel #: (805) 773-7010 | Email: nfeeser@pismo-beach.org

City of Fremont, CA

Comprehensive Impact Fee Update

Willdan's impact fee staff has a long-standing relationship with the City of Fremont. In 2014/2015, Willdan successfully updated their impact fee programs, which included an update of the City's transportation impact fee program and capital improvement program.

The City retained Willdan again in 2020 to update their impact fee program and the project was completed during the second quarter of 2021.

Client Contact: Michelle Silva-Salinas, Public Works Business Manager
3300 Capitol Avenue, Fremont, CA 94538
Tel #: (510) 979-5705 | Email: msilva-salinas@fremont.gov

Recent Studies

The following table lists Willdan’s development impact fee clientele that have utilized our services in the past.

Willdan Financial Services Development Impact Fee Experience	
Partial Client List	
City of Alameda, CA	City of Parkland, FL
City of Antioch, CA	City of Petaluma, CA
City of Arcadia, CA	City of Pismo Beach, CA
City of Artesia, CA	City of Pittsburg, CA
City of Bakersfield, CA	City of Pleasant Hill, CA
City of Banning, CA	City of Pomona, CA
City of Bell Gardens, CA	City of Rancho Mirage, CA
City of Bellflower, CA	City of Redwood City, CA
City of Brea, CA	City of Rialto, CA
City of Calexico, CA	City of Richmond, CA
City of Calimesa, CA	City of Rio Rancho, NM
City of Carpinteria, CA	City of Riverbank, CA
City of Chino Hills, CA	City of Rolling Hills Estates, CA
City of Clovis, CA	City of Rosemead, CA
City of Coachella, CA	City of San Carlos, CA
City of Commerce, CA	City of San Fernando, CA
City of Compton, CA	City of San Jacinto, CA
City of Corona, CA	City of San Marcos, CA
City of Covina, CA	City of San Ramon, CA
City of Cudahy, CA	City of Santa Clara, CA
City of Dixon, CA	City of Sebastopol, CA
City of Dublin, CA	City of Selma, CA
City of El Monte, CA	City of Sierra Madre, CA
City of El Segundo, CA	City of Soledad, CA
City of Emeryville, CA	City of South Gate, CA
City of Fillmore, CA	City of South San Francisco, CA
City of Fountain Valley, CA	City of St. Helena, CA
City of Fremont, CA	City of Tehachapi, CA
City of Garden Grove, CA	City of Thousand Oaks, CA
City of Gilroy, CA	City of Tracy, CA
City of Gonzales, CA	City of Upland, CA
City of Goose Creek, SC	City of Visalia, CA
City of Guadalupe, CA	City of Wasco, CA
City of Greenfield, CA	Coachella Valley Association of Governments, CA
City of Grover Beach, CA	Contra Costa Fire Protection District, CA

Willdan Financial Services Development Impact Fee Experience

Partial Client List

City of Hawthorne, CA	County of Clay, FL
City of Healdsburg, CA	County of Kern, CA
City of Hercules, CA	County of Kings, CA
City of Hollister, CA	County of Los Angeles, CA
City of Huntington Beach, CA	County of Madera, CA
City of Huntington Park, CA	County of Merced, CA
City of Indian Wells, CA	County of Placer, CA
City of Irwindale, CA	County of Riverside, CA
City of Kingsburg, CA	County of Sacramento, CA
City of La Mesa, CA	County of San Benito, CA
City of La Verne, CA	County of San Diego, CA
City of Las Cruces, NM	County of San Joaquin, CA
City of Lake Elsinore, CA	County of San Luis Obispo, CA
City of Lake Forest, CA	County of Santa Barbara, CA
City of Lancaster, CA	County of Solano, CA
City of Lawndale, CA	County of Sonoma, CA
City of Livermore, CA	County of Stanislaus, CA
City of Long Beach, CA	County of Tulare, CA
City of McFarland, CA	County of Yolo, CA
City of Madera, CA	East Contra Costa Fire Protection District, CA
City of Manteca, CA	Kern Council of Governments, CA
City of Menifee, CA	Nevada County Consolidated Fire District, CA
City of Moreno Valley, CA	Rodeo-Hercules Fire Protection District, CA
City of Morgan Hill, CA	San Geronio Memorial Healthcare District, CA
City of Mountain View, CA	Stanislaus Council of Governments, CA
City of Murrieta, CA	Tehachapi Valley Rec. & Park District, CA
City of Newport Beach, CA	Town of Mead, CO
City of Oroville, CA	Town of Windsor, CA
City of Pacifica, CA	Tulare County Association of Governments, CA
City of Patterson, CA	Village of Taos Ski Valley, NM

Project Team

Our management and supervision philosophy for the project team is very simple: staff every position in sufficient numbers with experienced personnel to deliver a superior product and convey results to decision makers in meetings, on time and on budget.

With that philosophy in mind, we have selected experienced professionals for the County’s engagement. We are confident that our team possesses the depth of experience that will successfully fulfill the desired work performance.

Napa County Project Team		
Key Team Member	Project Role	Responsibility to the Engagement
James Edison, JD, MPP Managing Principal	Principal-in-Charge	<ul style="list-style-type: none"> Ensure client satisfaction, flow of communication, and management of the project Technical guidance Project oversight Quality assurance & control, and Meeting and presentation attendance
Carlos Villarreal, MPP Principal Consultant	Project Manager	<ul style="list-style-type: none"> Collect, interpret, and disseminate key data Day to day contact Production of key elements of the analyses Model development Report preparation, and Meeting and presentation attendance

Proven Professionals

The Team’s quality is often as important as the consulting firm’s reputation. Willdan is known for its personal, customized service. Our team will work with the County’s professional staff to provide the long-term service, that is our prime goal.

The team presented within this proposal has worked collectively on numerous projects, such as the one requested by the County; an established work practice between the team members has been forged, this proven long-standing system has benefited our clients.

Community Investment

Much of our success in developing impactful programs and studies is due to our experiences in meeting with citizen / stakeholder groups and elected officials. Our ability to explain technical information in a concise, understandable manner is a fundamental reason for our high degree of success. Willdan staff takes the time to **include and inform the Community**.

Resumes

Resumes for Willdan’s project team are presented on the following pages.



James Edison, JD, MPP, MA

Principal-in-Charge

Mr. James Edison specializes in the nexus between public and private, with expertise in public-private partnerships, and the benefits of economic development to municipalities and state, provincial, regional, and national governments. He possesses deep expertise in land use economics, with a specialty in finance and implementation, including fiscal impact and the public and private financing of infrastructure and development projects, both in the U.S. and internationally. Mr. Edison's public-sector experience includes local and regional economic impact studies; fiscal impact evaluations; new government formation strategies; and the creation of impact fees, assessments, and special taxes to fund infrastructure and public facilities. He has conducted numerous evaluations of the economic and fiscal impact of specific plans and consulted on a wide variety of land use planning topics related to community revitalization and the economic and fiscal impacts of development.

As a former bond attorney, Mr. Edison understands the legal underpinnings and technical requirements of public financing instruments and has advised both public and private clients on the use of individual instruments, and the interaction between those instruments and the needs of developers and project finance.

Related Experience

City of Alameda, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team that updated the City of Alameda's impact fee programs, as well as created a separate impact fee program for Alameda Point, the former Alameda Naval Air Station.

City of Santa Clara, CA – Parks Fee Update: Mr. Edison served as principal-in-charge of the City's park impact fee update. This project included a demographic analysis and estimation of the cost of acquiring and improving public park land.

City of Fremont, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team in the successful update of the impact fee programs for the City of Fremont. The effort included an update of the City's transportation impact fee program and capital improvement program.

City of Manteca, CA – Fire Impact Fee Update: Mr. Edison served in the capacity of project manager for the update of the City's fire services impact fee program.

City of Carpinteria, CA – Development Impact Fee Update: Mr. Edison was the project manager for the City of Carpinteria's Development Impact Fee update study engagement. The study included updates to the following fees: highways and bridges, streets and thoroughfares, traffic control, parking, storm drain, general government, aquatic, park and recreation, and open space. The City has engaged Willdan again to update their impact fees.

City of McFarland, CA – Impact Fee Study Update: Mr. Edison was the principal-in-charge and technical advisor on the update to the City's development impact fee program. The study included the following facility fee categories; general government, law enforcement, park and recreation, fire protection, water, sewer, storm drain, and traffic.

County of San Benito, CA – Comprehensive Impact Fee Study: Mr. Edison served as technical advisor to the County's Impact Fee Study. The study included updates to the following fees: capital improvements, road equipment, fire mitigation, and park and recreation.

Stanislaus County Council of Governments, CA – Regional Transportation Fee Update: Mr. Edison worked on an update of the County's transportation impact fee program. Key tasks included a revised capital improvement program and fee model, along with a public participation process that ensures buy-in from the communities of Stanislaus County and the County government itself.

County of Tulare, CA – Countywide Impact Fees: Mr. Edison served as project manager for a study that involved the creation of an impact fee program for the County. The study included a range of facilities such as public protection, library, and parks, as well as a transportation facilities impact fee with different fees calculated for two zones in the County.

Education

*Juris Doctorate,
University of
California, Berkeley,
School of Law*

*Master of Public
Policy, Goldman
School of Public
Policy, University of
California, Berkeley*

*Bachelor of Arts,
magna cum laude,
Harvard University*

Professional Registrations

*Member of State Bar,
California*

Affiliations

*Council of
Development Finance
Agencies*

*CFA Society of
San Francisco*

*Congress for the
New Urbanism*

Urban Land Institute

Seaside Institute

*International Economic
Development Council*

26 Years' Experience

J. Edison
Resume Continued

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Edison led the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries, and traffic. He prepared the technical and analytical documents necessary to calculate the fee and establish the necessary nexus to collect it, as well as presented the fees during public hearings to the County Board of Supervisors. ***Furthermore, Mr. Edison is currently leading an update to the County's development impact fees for 2030.***

City of Moreno Valley, CA – Comprehensive Development Impact Fee Study: Mr. Edison was the principal-in-charge for the City's comprehensive impact update. Fee categories included arterial streets, traffic signals, interchanges, parks, recreation, fire, police, library, corporation yard, maintenance equipment, and animal shelter facilities.

City of Murrieta, CA – Master Facilities Plan and Development Impact Fee Calculation Report Update: Mr. Edison served as the principal-in-charge of the City's study to update their Master Facilities Plan and Development Impact Fee Calculation Report, to ensure that new development pays the capital costs associated with growth. ***Willdan was recently re-selected, through competitive bid, to update the Impact Fees.***

City of Indian Wells, CA – Development Impact Fee Study: Mr. Edison served as the principal-in-charge for the City Indian Wells' update to their development impact fees. The fee program was comprised of a variety of fee categories including transportation, public facilities, recreation, park, and storm drain.

City of Fountain Valley, CA – Development Impact Fee Update Study: Mr. Edison served as the project manager for the City of Fountain Valley's update to their development impact fees. Fees included the park impact fee, traffic improvement fee, transportation impact fee, utility infrastructure impact fee and general plan surcharge fee.

City of Fillmore, CA – North Fillmore Specific Plan Nexus Study: Mr. Edison is currently assisting the City with an analysis of development impact fees needed to finance public facilities necessary for the development of the North Fillmore Specific Plan. Public facilities included in this analysis include water, sewer systems, recycled water, and streets.

City of Pismo Beach, CA – Development Impact Fee Update: Mr. Edison served in the role of principal-in-charge of an update to the City's impact fee program. The program included the following facilities: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. Prior to fee program adoption, a stakeholder meeting was held to inform the public about the project, and to solicit feedback from the development community.

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Edison served as principal-in-charge of an update to the City's existing nexus study, which included general government, fire, police, parks and recreation, library, and storm drain fee categories. The project scope included stakeholder outreach.



Carlos Villarreal, MPP

Project Manager

Mr. Carlos Villarreal, a Financial Consulting Group Principal Consultant, is proposed to serve in the role of project manager due to his experience documenting nexus findings for development impact fees, preparing capital improvement plans, facilitating stakeholder involvement, and analyzing the economic impacts of fee programs. He has supported adoption of fee programs funding a variety of facility types.

Related Experience

Education

Master of Public Policy,
Goldman School of
Public Policy,
University of California,
Berkeley

Bachelor of Arts,
Geography, University
of California, Los
Angeles; Minor in Public
Policy and Urban
Planning

Areas of Expertise

Fiscal Impact Analyses
Development Impact
Fees
Public Facilities
Financing Plans
GIS Analysis

18 Years' Experience

County of San Benito, CA – Comprehensive Impact Fee Study: As project manager, Mr. Villarreal assisted the County with the preparation of an updated and expanded impact fee program. The study included updates to the following fees: capital improvements, road equipment, fire mitigation, and park and recreation.

County of Stanislaus, CA – Impact Fee Study Update: Mr. Villarreal served in the role of project manager for a study updating the County's existing impact fee program. The program includes a range of facilities, like public protection, library, and parks. The study also included a transportation facilities impact fee, with different fees calculated for two zones in the County. Considerable stakeholder outreach was an integral component of this project.

City of Soledad, CA – Development Impact Fee Study Update: Mr. Villarreal managed the update of the City's impact fee program, specifically changes in demographics, growth projections, project costs, and facility standards. In particular, the City had to revise its capital facilities needs to accommodate a much lower amount of growth than what was projected before 2007. The resulting fees funded new development's share of planned facilities, while not overburdening development with unnecessary costs.

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Villarreal served as lead analyst assisting with an update to the City's existing nexus study, including general government, fire, police, parks and recreation, library, and storm drain fee categories. The project scope included stakeholder outreach. The City engaged Willdan again to update the study and Mr. Villarreal served in the role of project manager.

City of Oroville, CA – Impact Fee Study Update: Mr. Villarreal served as project manager for a study updating the City's development impact fee program, including parks, law enforcement, general government, fire suppression, and traffic facilities. The fee program was adopted by the City Council in 2015. The City engaged Willdan again to update the 2015 study, and Mr. Villarreal served in the role of project manager.

City of McFarland, CA – Development Impact Fee Study Update: Mr. Villarreal served as project manager updating the City's development impact fee program. The study comprehensively updated the City's fee program, incorporating new facility master planning and infrastructure costs necessary to facilitate expected development in the City through 2040. The study included the following facility fee categories; general government, law enforcement, park and recreation, fire protection, water, sewer, storm drain, and traffic. The fees were adopted by the City Council in 2020.

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Villarreal was the lead analyst in the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries, and traffic. He assisted in the preparation of the technical and analytical documents necessary to calculate the fees and establish the necessary nexus. **Mr. Villarreal is once again serving on the project team to update the County's impact fees through 2030.**

City of Moreno Valley, CA – Comprehensive Development Impact Fee Study: Mr. Villarreal served as the project manager for the City's comprehensive impact update. Fee categories included arterial streets, traffic signals, interchanges, parks, recreation, fire, police, library, corporation yard, maintenance equipment, and animal shelter facilities. In 2022 the City added a public arts fee and workforce development facility fee.

C. Villarreal
Resume Continued

City of Murrieta, CA – Master Facilities Plan and Development Impact Fee Calculation Report Update: Mr. Villarreal served as the project manager of the City's study to update their Master Facilities Plan and Development Impact Fee Calculation Report, to ensure that new development pays the capital costs associated with growth. ***Willdan was recently re-selected, through competitive bid, to update the Impact Fees.***

City of Long Beach, CA – Park Impact Fee Update: Willdan assisted with an update to the City's existing park impact fees, with Mr. Villarreal serving in the role of project manager. The project included updating demographic data and facility planning to properly update park facility standards. He used this information to then calculate impact fees for single family and multi-family residential dwelling units and prepare a nexus study documenting the revised fees and the required legal findings under the Mitigation Fee Act.

County of Los Angeles/City of Santa Clarita, CA – Law Enforcement Facilities Fee Study: Mr. Villarreal assisted with the development of an impact fee program to fund law enforcement facilities serving the City of Santa Clarita, and other Antelope Valley jurisdictions within the County of Los Angeles. The analysis involved the comparison of law enforcement facilities serving incorporated and unincorporated areas.

City of Pismo Beach, CA – Development Impact Fee Update: Mr. Villarreal served in the role of project manager for the City's impact fee project. The program included: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. Prior to fee program adoption, a stakeholder meeting was held to inform the public about the project, and to solicit feedback from the development community.




City of Carpinteria, CA – Development Impact Fee Update: Mr. Villarreal was the lead analyst to update the City of Carpinteria's impact fees, which included highways and bridges, streets and thoroughfares, traffic control, parking, storm drain, general government, aquatic, park and recreation, and open space. ***The City has engaged Willdan again to update their impact fees and Mr. Villarreal is serving in the role of project manager.***

Quality Control Procedures and Approach

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

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

3. Environmentally Sustainable Practices

Environmentally Friendly Practices

Willdan understands the importance of reducing the environmental impact of our operations and we promote a green working environment throughout Willdan as a whole. Provided below are a few examples of our participation in environmentally friendly practices.

Willdan Financial Services participates in the following ways:

Recycled Paper — Staff is encouraged to print only what is necessary to further our goal of a paper free environment. What is printed, and not kept for compliance with our clients and projects, is recycled.

Paper-Free Environment — For well over 20 years, Willdan has been working toward a paper-free office environment. In the past, individual Groups have received hundreds of hardcopy pages and paper statements via the mail. In an effort to curtail excessive amounts of wasted paper product material, Willdan has worked diligently over the years with our clients to gain online access to this data and encourage digital file sharing.

Invoicing — In 2010 Willdan began helping our clients further reduce their paper waste by transmitting invoices and payments electronically.

Recycling Used Office Products — Fifteen years ago, Willdan signed with an office supply company to pick up used batteries and paper for recycling. 2013 saw a new endeavor to remove and recycle old and obsolete printers to reduce our carbon footprint and reduce electric consumption.

Purchasing of Recycled Office Products — Whenever possible Willdan orders only products that are made with at least 30 percent or more of post-consumer recycled material.

Ecologically Friendly Printer Output — We utilize a printer setting default so that documents are printed double-sided rather than single-sided.

Ecologically Friendly Printer — Our printers create approximately 90 percent less post-consumer waste than standard printers. The Solid Ink Multi-Function Device (“MFD”) shows reduced Cumulative Energy Demand (“CED”) and Global Warming Potential (“GWP”), as compared to the color laser MFD. Expressed as a percent difference, the Solid Ink MFD exhibited a 9 percent lower CED than the laser MFD; and a 10 percent lower GWP. Over the product’s lifecycle, the studied Solid Ink MFD has a 9 percent lower Cumulative Energy Demand and a 10 percent lower Global Warming Potential.

Employee Participation — Willdan encourages its employees to recycle soda cans, plastic products and other paper products by supplying recycling bins in employee lunchrooms.

Willdan offices are connected nationwide via an internal online file-sharing system, further eliminating the need for paper file sharing, and in-turn reducing the environmental impact of shipping.

Willdan Energy Solutions

Willdan is an industry-leading energy solutions provider and sustainability consultant. Our core energy and sustainability services feature electric grid optimization, energy efficiency, and energy planning. We create customized, effective solutions to your unique energy needs and sustainability goals. Our innovative, industry-leading tools and processes support every stage of your project, from design through installation.

Our nationwide team specializes in energy engineering, renewable generation, electric vehicle fleets and infrastructure, program management, microgrids, financing, data analysis, software development, and other fields. Our award-winning results help position our clients as leaders in the industry.

To learn more about the projects that Willdan is leading and participating in to save our planet and conserve critical resources, please review https://www.willdan.com/sustainability/Willdan_SustainabilityReport2022_secured.pdf or visit <https://www.willdan.com/index.aspx>.

#DaylightHour

#DaylightHour is an annual social media campaign to promote using natural light in offices. Willdan offices participated from *Anaheim, California to Manhattan, New York; and included offices in Kingston, NY, Los Angeles, CA, Milford, CT, Orlando, FL, Roseville, CA, Salt Lake City, UT, Ventura, CA, Temecula, CA, and Washington, DC.*



Daylight Hour

#DaylightHour 2023 event saved 217,655 kWh of energy—enough to power over 7,400 average U.S. homes for an entire day..

Daylight Hour will take place on Friday, June 20, 2024 on the summer solstice, when offices across the world will showcase their environmental commitment by turning off nonessential lights in daylit spaces, from noon to 1pm

local time, and posting photos and other content to social media using the hashtag #DaylightHour. While doing all this, awareness will be raised regarding the availability of daylight in offices among a huge pool of industry stakeholders; <https://daylighthour.org/>.

Willdan Group, Inc. is in its fourteenth year of participation of #DaylightHour; and **has been named an OUTSTANDING ALUMNI.**

Professional Memberships

As a leader in our industry Willdan is an active member of the following organizations:

- Urban Land Institute (ULI)
- International Economic Development Council
- League of California Cities
- Congress for the New Urbanism
- American Public Power Association
- American Planning Association
- American Water Works Association
- Florida Section of the American Water Works Association
- California City Management Foundation
- California Special Districts Association
- California Society of Municipal Finance Officers
- PACENation
- Government Finance Officers Association of California, Arizona, Texas, Florida, North Carolina, South Carolina, and Virginia
- Municipal Management Association of Northern California
- Municipal Management Association of Southern California
- Special Districts Association of Colorado
- Virginia Local Government Management Association
- Growth & Infrastructure Consortium (GIC)
- National Association of Bond Lawyers
- Committee on Assessments, Special Taxes and Other Financing Facilities (CASTOFF)

Willdan staff regularly attends many of the seminars, conferences, and workshops held by these professional groups, to stay on top of the many issues faced by local agencies. In addition to these efforts, Willdan works closely with our legislative advocate who represents 50 clients before the California State Legislature and has played a major role over the last 30 years in landmark legislation on behalf of our clients. They assist us with proposed modifications to current legislation that would have a beneficial bearing on the administrative and formation procedures for special assessments and taxes.

Financial Consulting Services Vice President and Group Director Mr. Chris Fisher, along with Principal Consultant Mr. Jim McGuire, have served on several industry working groups, and have spoken at seminars on the subject of assessments and special/general benefit in light of the court cases and legislation that have come down over the past six to eight years. The working groups are focused on finding workable solutions and approaches that provide a means for public agencies to continue utilizing assessments, while ensuring that they are defensible and in compliance with the court decisions.

Willdan Financial Supported Charities/Events

We continue to be a supportive member of our community, as such we strive to serve and provide for those organizations and causes in our area. As community members, themselves, we encourage our team members to volunteer and support local needs as well. Willdan Financial Services supports the following charitable organizations:

- Compassion Community of Murrieta Annual Backpack Outreach
- Compassion Community of Murrieta Annual Thanksgiving Food Drive
- Marine Foundation Toys for Tots
- CSMFO Inland Empire Chapter Sponsorship
- City of Glendora, Kiwanis Club
- Susan G Komen, Race for the Cure
- Special Olympics, Torch Run MMASC
- City of Grand Terrace, CA, Tree Lighting Ceremony
- The Empowerment Center of Temecula Benefit Concert
- CITIPAC /LACD
- City of Mesquite, TX Rotary Club - 2019 Rodeo Road Rally
- Desert Rec Employee Appreciation

Willdan Group Inc.'s goal is to improve the quality of human life by helping all people realize their fullest potential. This includes the support of charitable organizations that provide recreational, social, health, educational opportunities, and recognition to people of all ages from children to seniors.

Gifts are generally made to charitable organizations that serve the philosophies of the foundation and are in the communities in which we do business, or where an employee of WGI resides. Willdan is comprised of its divisions: Engineering, Energy Solutions, and Financial Services.

Who We Support

- Boy Scouts of America
- CELSOC Scholarship Foundation
- Hurricane Katrina Relief
- Friends of Laguna Beach Dog Park
- Anaheim Kiwanis
- West Yorba Linda Little League
- Muscular Dystrophy Association
- The Leukemia & Lymphoma Society
- Friends of Maricopa Library
- Epilepsy Alliance of Orange County
- Scleroderma Foundation
- Orangewood Children's Home
- Big Bear Discovery Center
- Rhythm Regiment Drum Corps
- Amgen Tour of California, Amgen's Breakaway from Heart Disease initiative

Diversity, Equity, and Inclusion

Willdan is committed to cultivating internal and external workplaces that reflect a range of unique perspectives and offer opportunities for all. Our community and teams are made up of bright, talented, and driven people from all different backgrounds.

At Willdan, team members, applicants, and subconsultants are considered for all positions and projects without regard to age, ancestry, color, creed, disability, marital status, medical condition, national origin, citizenship, race, religion, sex, sexual orientation, gender, gender identity, gender expression, or any other legally protected status. WGI has a Diversity Equity & Inclusion Working Group with the following initiatives.



Willdan strives to utilize local, small, and DBE/MBE/WBE firms to provide services. Willdan is committed to meeting firm/client goals for participation by Disabled Veteran Business Enterprise (DVBE), Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), and Women Business Enterprise (WBE) firms. Willdan's internal policy includes the establishment of ongoing relationships with these firms, utilizing qualified subconsultants for meaningful participation, and actively seeking to broaden our resources. We have utilized the services of hundreds of firms throughout our years in business.

4. Scope of Work

This section outlines Willdan Financial Services' ("Willdan") understanding of the situation surrounding Napa County's ("County") desire to conduct a 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

As part of the larger financial planning effort for Napa County General Plan, 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 update impact fees to ensure a fair and reasonable fee structure, 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.

Listed below are the development impact fees that Willdan assumes will be included in this study:

- Affordable Housing Fees
- Connection Fees (water/sewer)
- In-lieu Fee for Small Woodland Conversion Projects
- Municipal Watershed Management
- Traffic Impact Fees

Project Objectives

The objective of this project is to update development impact fees pursuant to State law. 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;
- 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.

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.

Summary of Approach

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.

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.

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 particular 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, policy-makers, 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.

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. This work plan assumes three fee categories.

Task 1:	Identify Policy Issues
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Objective: Identify and discuss potential policy issues raised by the study. Kick-off meeting with staff to review data needs, policy issues, and schedule.

Description: Review agency documents related to existing capital planning policies and funding programs including existing impact fees. 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;
- Potential new impact fees for consideration
- 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;
- Potential alternative funding sources, if needed;
- Funding existing deficiencies, if identified; 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
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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.

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.

This scope of work does not include additional engineering analysis, including traffic engineering, to identify total facility needs, existing deficiencies, or cost estimates. Any such engineering/design work can be provided under a separate contract with Willdan Engineering or a third party. However, Willdan can use rough descriptions and comparables to calculate a reasonable cost estimate sufficient for use in the DIF study.

Task 5: Identify Funding and Financing Alternatives

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

Description: If impact fees are going to 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.

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: Affordable Housing Fee Analysis

- Objective:** Conduct an update of the County’s affordable housing in-lieu fee.
- Description:** Review the County’s current affordable housing in lieu fee (fee charged to residential development). Willdan will calculate the demand for affordable housing induced by the development of new residential units.
- Willdan will estimate the induced spending in the County and the employment generated by that spending.
- Willdan will then calculate the ability of the new employee households to afford housing within the County, in the form of any affordability gap. Willdan will calculate the funding needed to meet this gap and allocate it to projected new development to derive the affordable housing in lieu fee.
- The final report (Task 9) will contain an analysis specific to affordable housing fees, current income and housing pricing, and the cost of housing.
- Deliverables:** Analysis will be documented in the Final Report.

Task 7: Commercial Linkage Fee Analysis

- Objective:** Update the County’s commercial affordable housing fee, charged to non-residential development.
- Description:** Using data from the California Employment Development Department (EDD) and US Census LEHD data, identify employment levels and types by major sector within Napa County. Prepare wage estimates on a sector-by-sector basis using Bureau of Labor Statistics (BLS). Sectors will be summarized by occupational classifications using Standard Occupation Codes (SOC).
- Using employment densities for each job type, estimate the number of workers that would be accommodated on a per square foot basis, the percentage of those workers who would form households, and the number of new households that would form by income category.
- Based on the housing market data in collected as a part pf the residential housing impact fee analysis, and the labor market analysis prepared in this task, develop pro forma and determine affordability gap per unit for each income level by industry and occupation. This will be used to determine the per-unit affordability gap by number of households in each job type, by income level to determine linkage fee on a per square foot basis by category of nonresidential development.
- The results of the analysis above will be included in the Final Report (Task 9).

Task 8: Comparison Analysis

- Objective:** Provide a comparison of the current and proposed impact fees to those of comparable/surrounding jurisdictions in Napa County and an assessment of the effect of fees on development feasibility.
- Description:** Willdan will compare a total of four Napa County jurisdictions to be selected by the County. Willdan will also provide an assessment of the effect of the fees on project feasibility, typically using a ratio calculation to development value compared to industry benchmarks.
- 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. This comparison will be limited to four other jurisdictions.

Task 9: 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.

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: If necessary, 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 10: 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 four (4) 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.

Staff Support

To complete our tasks, we will need the cooperation of Napa County 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

Napa County 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.

Project Schedule

Willdan anticipates time is of the essence for the County to begin this engagement. Typically, an impact fee study requires approximately six to seven months from notice to proceed to adoption. The proposed schedule can only be met with the cooperation of County staff. 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.

Napa County Development Impact Fee Study																															
Project Schedule																															
Scope of Services	July					August					September					October				November				December							
	1	8	15	22	29	2	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	26				
Task 1: Identify & Consider Fee Categories & Policy Issues	⌘1																														
Task 2: Identify Existing Development and Future Growth									⌘2																						
Task 3: Determine Facility Standards																															
Task 4: Determine Facilities Needs and Costs																															
Task 5: Identify Funding and Financing Alternatives																															
Task 6: Affordable Housing Fee Analysis																															
Task 7: Commercial Linkage Fee Analysis																															
Task 8: Fee Comparison																															
Task 9: Calculate Fees and Prepare Report																															
Task 10: Meetings																															

Deliverables:

- | | |
|--|---|
| ⌘1: Information Request, Meeting Agenda, Revised Schedule, Summary of Policy Decisions | ⌘4: Cost Estimates for Identified Facilities |
| ⌘2: Development Growth Projections (table format) | ⌘5: Fee Comparison |
| ⌘3: Project List | ⌘6: Draft Fee Tables & Text |
| | ⌘7: Administrative/Public Draft Report(s), Final Nexus Report, Slide Presentation |

Cost Proposal

Development Impact Fee Study

Based upon the scope of work identified herein, Willdan proposes a **fixed fee of \$68,460** for the County’s Development Impact Fee Study, this fee assumes three fee categories. The table below provides a breakdown of the proposed fee by task and team member.

Napa County Development Impact Fee Study					
Fee Proposal					
	J. Edison	C. Villarreal	Total		
	Principal-in-Charge	Project Manager	Hours	Cost	
	\$	\$			
Scope of Services					
Task 1: Identify & Consider Fee Categories & Policy Issues	8.0	20.0	28.0	\$	6,120
Task 2: Identify Existing Development and Future Growth	8.0	18.0	26.0		5,700
Task 3: Determine Facility Standards	8.0	16.0	24.0		5,280
Task 4: Determine Facilities Needs and Costs	8.0	18.0	26.0		5,700
Task 5: Identify Funding and Financing Alternatives	8.0	20.0	28.0		6,120
Task 6: Affordable Housing Fee Analysis	18.0	32.0	50.0		11,040
Task 7: Commercial Linkage Fee Analysis	16.0	32.0	48.0		10,560
Task 8: Fee Comparison	4.0	16.0	20.0		4,320
Task 9: Calculate Fees and Prepare Report	8.0	20.0	28.0		6,120
Task 10: Meetings	12.0	22.0	34.0		7,500
Total – Development Impact Fee Study	98.0	214.0	312.0	\$	68,460

Notes

Please note the following:

- The fee denoted above includes attendance at up to four in-person meetings with County staff, stakeholders, and County Board Meetings.
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 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.

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



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EXHIBIT “B”

COMPENSATION AND EXPENSE REIMBURSEMENT

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

EXHIBIT "C"

[Company Name]
 [Street Address]
 [City, ST ZIP Code]
 Phone [phone] Fax [fax]
 Taxpayer ID #

**SAMPLE
 INVOICE**

INVOICE # _____
 DATE: _____

TO:
 [Customer Name]
 [Street Address]
 [City, ST ZIP Code]

FOR:
 [Project or service description]
 Contract No.

Date	DESCRIPTION	Employee & Title	HOURS	RATE	AMOUNT
1/1/15	Site visit/investigation 123 Main St, Napa. Conf w/Owner AutoCad, Bldg X, 3 rd Floor	Smith, Engineer	1.5	\$165.00	247.50
1/1/15		Smith, Engineer	1	\$165.00	165.00
1/1/15		Smith, Engineer	4	\$165.00	660.00
		Smith, Engineer			
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	\$195.00	341.25
1/2/15	AutoCad Bldg X, 3 rd Floor Conf w/Owner re 2 nd Floor	Smith, Engineer	4	\$165.00	660.00
1/2/15		Smith, Engineer	.5	\$165.00	82.50
1/3/15	Mtg w/Jones re 2 nd Floor; conf w/Owner Mtg w/Smith; conf w/Owner re 2 nd Floor	Smith, Engineer	1.5	\$165.00	247.50
1/3/15		Jones, PE	1.5	\$195.00	292.50
TOTAL					