



County of Santa Cruz



HEALTH SERVICES AGENCY

Environmental Health Division

701 Ocean St. Room 312, Santa Cruz, CA 95060

(831) 454-2022 TDD/ TTY: Call 711

EnvironmentalHealth@santacruzcountyca.gov

www.scceh.org

AGENDA

SANTA CRUZ COUNTY WATER ADVISORY COMMISSION

Wednesday October 7, 2026, 4:00 pm

This meeting will be held in hybrid format. Commissioners are expected to attend in person.

In-Person: **Fifth Floor Redwood Room, 701 Ocean Street, Santa Cruz.**

Remote via Teams:

<https://teams.microsoft.com/meet/278656830474630?p=Y7jsglORWyTcn8GvSj>

Meeting ID: 278 656 830 474 630

Passcode: Sn7GP23s

A. OPENING

1. Call to Order
2. Roll Call

B. PUBLIC COMMUNICATIONS

Opportunity for the public to comment on items under the purview of the Water Advisory Commission but not on today's agenda.

C. CONSENT AGENDA

Items on the consent agenda are considered to be routine in nature and will be acted upon in one motion. Specific items may be removed by members of the advisory body or public for separate consideration and discussion. Routine items that will be found on the consent agenda are meeting minutes, drought response updates, and Groundwater Sustainability Agency updates.

1. Approval of Meeting Minutes for August 17, 2026
2. Update from Groundwater Sustainability Agencies
3. Drought Response Updates

D. COMMISSIONERS' REPORTS

Opportunity for Commissioners to provide brief updates

E. STAFF REPORTS AND ANNOUNCEMENTS

Opportunity for staff to provide brief updates

F. NEW BUSINESS

1. Onsite Wastewater Treatment System Regulatory Program Updates

Staff will present on the OWTS ordinance update process, which is a part of the County's broader code streamlining process with BKF Engineering. Commissioners will be asked to provide ideas and concerns regarding code changes to OWTS policy.

Attachments: Contract with BKF Engineering

2. Water District Rate Comparisons

Staff will present comparisons of local water rates. The Commission will be asked about how this information should be included in the Water Resources Status Update.

Attachments: Staff Memo

G. COMMISSION UNFINISHED BUSINESS and UPDATES

1. Local Primacy Agency Termination Updates

The Commission will discuss the next steps now that the Board of Supervisors voted to terminate the Local Primacy Agency. Discussion will focus on how the County and Commission can continue to assist small public water systems.

H. CORRESPONDENCE

None

I. BOARD OF SUPERVISORS ACTION ON ITEMS AFFECTING WATER:

1. <https://santacruzcountyca.primegov.com/Portal/Meeting?meetingTemplateId=1922>

Item 7, consider ending the Local Primacy Agency operated by Environmental Health and return primacy for qualifying small water systems back to the State Water Resources Control Board (Health Services Agency)

J. ITEMS OF INTEREST

K. AGENDA ITEMS FOR FUTURE MEETINGS

Water Status Report

Presentation by Sarah Perez on water supply

GSA annual reports

RCD presentation on recharge, maybe include IID requirements.

Big Basin Water Update

L. ADJOURNMENT



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AGENDA

SANTA CRUZ COUNTY WATER ADVISORY COMMISSION

Monday August 17, 2026, 4:30 pm

This meeting will be held in hybrid format. Commissioners are expected to attend in person.

In-Person: **Fifth Floor Redwood Room, 701 Ocean Street, Santa Cruz.**

Remote via Teams:

<https://teams.microsoft.com/meet/270379448389423?p=7XIK2DP6DiQtjPPgpl>

Meeting ID: 270 379 448 389 423

Passcode: Fu9P76hT

A. OPENING

1. Call to Order 4:32

2. Roll Call

Cheap	Present
Ernst	Excused
Lego	Present
Perez	Present
Wilson	Present
Lockwood	Present
Gillespie	Present

B. PUBLIC COMMUNICATIONS

Opportunity for the public to comment on items under the purview of the Water Advisory Commission but not on today's agenda.

C. CONSENT AGENDA

Items on the consent agenda are considered to be routine in nature and will be acted upon in one motion. Specific items may be removed by members of the advisory body or public for separate consideration and discussion. Routine items that will be found on the consent agenda are meeting minutes, drought response updates, and Groundwater Sustainability Agency updates.

1. Approval of Meeting Minutes for June 3, 2026
2. Update from Groundwater Sustainability Agencies
3. Drought Response Updates

Moved by Lego, seconded by Lockwood. Cheap abstains from minutes.

D. COMMISSIONERS' REPORTS

Opportunity for Commissioners to provide brief updates

Lockwood – California Water Plan Advisory Committee: Talked with Stantec who is coordinating the update. This call was about the intent to have regional forums. Considering a virtual forum and then two in-person per region. We are the Central Coast region, they are suggesting SLO and Salinas. Looking to host between November and April, 3 hour timeslot with 50-100 people. When they have their forums it will be listening-focused. Probably have small groups for local view. Will discuss their modeling. Probably will also have one in Santa Clara.

Lego – Assoc of Mutual Water Companies challenged the new Chrome 6 MCL, it was denied, but the group is appealing. If the law goes into effect, it will cost SAM a million dollars so it's worth it for them to be involved. They have been working with EPA consultants to help determine what the best treatment would be. The consultant is now in a new EPA budget cycle and has stopped all communication, which they hope is short term. They are also working on their SAFER program application.

Perez – From the City, AquaCruz has one more opportunity on Wednesday at 6pm at Balefire. City has some significant projects closing. Concrete tanks at Graham Hill will be wrapping up in the coming weeks, and the Beltz 12 ASR project is finishing up. Starting construction on Beltz 8 ASR and at Graham Hill Facility Improvements will begin a 4 - year overhaul. Cost ballpark is around \$400 million.

E. STAFF REPORTS AND ANNOUNCEMENTS

- 1) *Sierra attended a 2-day Technical Working group meeting in Sacramento for the development of the 2028 and 2033 water plans. The 2028 Plan has a goal to find 9 million acre-feet of new water by 2040, through projects mostly identified in the Watershed Hub tool. This number will be refined for the 2033 Plan using the Water Evaluation and Planning (WEAP) model, which will be run for each HUC 8 watershed (of which Santa Cruz County is in part of 3). A lot of questions about what "new" water means, how certain the projects in the Watershed Hub are, how accurate the estimates*

of water developed will be, how the effort can be done efficiently and in Sierra's groups they talked a lot about how the modeling will overlap with SGMA.

For the 2028 Plan, it appears to mainly be an exercise for DWR to meet the requirements of SB 72, and may not lead to any local benefits, especially here. For 2033, we will need to make sure that local priorities continue to be funded. There will be regional meetings held at some point with DWR staff. The focus is exclusively on urban and agricultural water use projects, though all water uses may be inputs to the WEAP model.

- 2) There are a lot of links in the Items of Interest on the Sonoma County well permitting. The WAC was the lead for the local well update process. Sonoma County had been sued by Riverkeepers over claims that their well permitting process violated the Public Trust and that their permitting ordinance had violated CEQA. Sonoma initially lost the lawsuit but then on appeal the judge said they had not violated Public Trust but still were not compliant with CEQA. The Court found that they had not provided the necessary quantified evidence to support their exemption. We are confident that this does not have any legal ramifications for our process. We did significantly more analysis of our permitting process than Sonoma did and wrote a robust explanation as part of our CEQA filings.*
- 3) In a someone related note, Sierra has agreed to work with the Nature Conservancy and Salmon and Steelhead Coalition to develop decision-support tools to help local agencies in addressing streamflow depletion impacts related to well ordinances and GSPs.*
- 4) LAMP – we have reached out to the Regional Board to discuss proposed changes to the LAMP.*

Public Comment(steinbruner) – there are some areas of the County that are in a special zone where any building permit triggers septic evaluation and requirement of advanced treatment systems.

F. COMMISSION UNFINISHED BUSINESS and UPDATES

1. Local Primacy Agency Continuation Updates

Staff will provide updates on LPA Continuation discussions.

Attachments: WAC Letter

Sierra provides a brief update. Staff have met with all of the County supervisors and provided them with the survey results and the WAC letter. The staff recommendation will be to return the LPA to the state, however the Supervisors will ultimately decide.

Lego: What would happen to the staff

Sierra: One will be reassigned outside water resources. We have been holding a vacancy in the water quality program that the other person can fill to offset the time he has been working on the LPA.

Q: When will the meeting be held.

Sierra: Likely on September 15th. Staff will send an email once the packet is released.

G. NEW BUSINESS

1. 2025 Urban Water Management Plans

Staff will present on the recently adopted 2025 Urban Water Management Plans from the five urban water suppliers in the County.

Attachments: Staff Memo

Sierra presented on the results. In summary, water use is expected to increase due to growth but will remain below total water used for every year between at least 1984-2013.

H. CORRESPONDENCE

None

I. BOARD OF SUPERVISORS ACTION ON ITEMS AFFECTING WATER:

None

J. ITEMS OF INTEREST

- <https://www.santacruzsentinel.com/2026/07/23/aqua-cruz-board-game-offers-hands-on-learning-about-santa-cruz-water-supply/>
- [Guest Commentary | How Santa Cruz has met water needs – Santa Cruz Sentinel](#)
- [Guest Commentary | Is there water for Santa Cruz growth? – Santa Cruz Sentinel](#)
- [https://www.sfchronicle.com/politics/article/sonoma-county-water-ruling-22375974.php?utm_campaign=CMS%20Sharing%20Tools%20\(Premium\)&utm_source=share-by-email&utm_medium=email](https://www.sfchronicle.com/politics/article/sonoma-county-water-ruling-22375974.php?utm_campaign=CMS%20Sharing%20Tools%20(Premium)&utm_source=share-by-email&utm_medium=email)
- <https://mavensnotebook.com/2026/08/06/sonoma-county-wins-appeal-to-keep-well-permitting-ordinance-amendments/>
- <https://mavensnotebook.com/2026/08/06/press-release-appellate-court-confirms-groundwater-pumping-ruling-orders-sonoma-county-to-conduct-environmental-review-of-its-well-ordinance/>

No discussion

K. AGENDA ITEMS FOR FUTURE MEETINGS

LAMP Updates

Rate comparison

Ongoing evaluation of the LPA

Presentation by Sarah Perez on water supply

GSA annual reports

RCD presentation on recharge, maybe include LID requirements.

Big Basin Water Update

L. ADJOURNMENT 6:05



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Subject: October 7, 2026 Water Advisory Commission Consent Agenda

Title: Groundwater Sustainability Agency Updates

Background

There are three groundwater basins in the County subject to the Sustainable Groundwater Management Act. The following updates come from the Groundwater Sustainability Agencies tasked with managing and monitoring those basins.

Santa Cruz Mid-County Groundwater Agency

- With no General Business items requiring Board Approval, the Agency cancelled its scheduled September 17, 2026, meeting.
- The next regular meeting of the Agency is on December 10, 2026, at 6:00 pm.

Santa Margarita Groundwater Agency

- The Agency Board met on August 27, 2026. At the meeting, the Board:
- Received recommendations and provided direction on the Basin Groundwater Sustainability Plan (GSP) Periodic Evaluation and GSP Amendment.
- Approved the appointment of a private well owner alternate representative to the Agency Board.
- Approved an Agreement with the San Lorenzo Valley Water District to convert two former supply wells to monitoring wells for basin sustainability monitoring purposes.
- The Agency released drafts of its GSP Periodic Evaluation and Amendment. The drafts are available at <https://www.smgwa.org/gspperiodicevaluation>. Comments are due to admin@smgwa.org by October 18, 2026.
- The next regular meeting of the Agency is on October 22, 2026, at 6:00 pm. At the meeting, the Board may consider adoption of the GSP Periodic Evaluation and GSP Amendment, or it may defer adoption and hold a special meeting prior to the January 3, 2027, submittal deadline to the California Department of Water Resources.



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Subject: October 7, 2026, Water Advisory Commission

Title: Drought Response & Outreach Plan (DROP) Update

Background:

On September 23, 2021, Senate Bill (SB) 552 was signed into law and requires that “a county shall establish a standing county drought and water shortage task force to facilitate drought and water shortage preparedness for state small water systems and domestic wells within the county’s jurisdiction”. The Water Advisory Commission assumed responsibility for implementing [SB 552](#) and received regular updates on the progress of implementation.

Updates:

- Currently, roughly 350 applicants have enrolled in the Regional Waterboards free well testing program. 319 wells have been tested, which is roughly 4.5% of all the wells in Santa Cruz County.
- In August and September, there was a pause in testing wells in Santa Cruz County while the contracted sampler focused on counties further south. As a result, no new testing results have been received since the August meeting.
- Well sampling has since restarted and new results are expected in the coming weeks.
- Sierra Ryan paneled at the SB 552 Symposium held on September 24th in Sacramento.
- Staff will be presenting on the [Household Well Assistance](#) services we have been providing at an upcoming [Central Coast Regional Water Quality Control Board Meeting](#). The meeting will be held virtually, as well as in person at 809 Center St, Santa Cruz, on Thursday October 8th.

By: Sean Abbey

Water Quality Specialist III

- 12.1. Approve agreement with BKF Engineers in the amount of \$199,955 for Phase 1 of Streamline Santa Cruz County Comprehensive Code Amendments, and take related actions (Community Development and Infrastructure - Planning)



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: Community Development and Infrastructure - Planning

Subject: Contract for Phase I of Streamline Santa Cruz County Comprehensive Code Amendments

Meeting Date: September 29, 2026

Formal Title: Approve agreement with BKF Engineers in the amount of \$199,955 for Phase 1 of Streamline Santa Cruz County Comprehensive Code Amendments, and take related actions

Recommended Actions

1. Approve a contract with BKF Engineers in the amount of \$199,955 for Phase 1 of Streamline Santa Cruz County Comprehensive Code Amendments; and
2. Authorize the Director of Community Development and Infrastructure or designee to sign the contract.

Executive Summary

Project 1 of the Streamline Santa Cruz County Workplan is comprised of a plan to identify proposed revisions to the development provisions of the Santa Cruz County Code (SCCC) and related policy documents. Phase 1 involves an audit of the current code, identification of needed code changes, and a new disaster recovery ordinance, and Phase 2 includes public stakeholder involvement, compliance with the California Environmental Quality Act (CEQA), public hearings, and adoption. The Department of Community Development and Infrastructure (CDI) requests the Board of Supervisors approve a contract with BKF Engineers for Phase 1 work in the amount of \$199,955.

Discussion

The goals of Project 1—"Comprehensive Code Amendments"—are to identify areas of the County's development codes that can be streamlined, simplified, or modified with objective standards to facilitate development, reduce discretion in land use permitting, and generally streamline the permit approval process for proposed residential and commercial development. The sections and chapters that, combined, constitute the County's "development codes" include SCCC Chapter 13.10 (Zoning Regulations), Chapter 13.11 (Site, Architectural and Landscape Design Review), Chapter 13.20 (Coastal Zone Regulations), Chapter 18.10 (Discretionary Permit Approval Procedures), Title 16 (Environmental and Resource Protection), and Chapter 7.38 (Sewage Disposal).

In order to bring outside perspective of what other communities have adopted and best practices, CDI proposes to contract much of the needed work with a consulting firm providing land use and environmental services. To identify qualified consulting firms, CDI issued a Request for Qualifications on January 7, 2026, and received 19 submittals from firms providing a variety of planning services; these firms were added to a three-year vendor list for general assistance to Planning when needed. On April 20, 2026, CDI released a Request for Proposals to qualifying firms on the vendor list who had relevant experience and expertise for the myriad of needs in this project. After considering the submittals that were received, the evaluation team selected BKF Engineers as the consulting firm for the project.

BKF Engineers is a 100-year-old California firm specializing in planning, engineering, and other municipal services. They have provided similar services for several California jurisdictions, including Riverside County, San Bernadino Council of Governments, City of Stockton, City of Elk Grove, and City of Loma Linda, among others.

Phase 1 work is expected to kick off in the beginning of October and will last for approximately 8-9 months. The result of Phase 1 will be the generation of draft amendments. Phase 2 will involve CEQA review, further public input, revisions, and the public hearing process. Adoption of code amendments is expected in 2028.

Financial Impact

The consultant contract for Phase 1 is included in the Fiscal Year 2026-27 budget (542300/62381). Revenues are offset from the General Plan Update fund (15402001 to 542300/95225). CDI will work with the County Executive Office to identify funding for Phase 2.

Strategic Initiatives

Operational Plan - Attainable Housing, Dynamic Economy, Operational Excellence

Submitted By:

Matt Machado, Deputy CEO / Director of Community Development and Infrastructure

Recommended By:

Nicole D. Coburn, County Executive Officer

Artificial Intelligence Acknowledgment:

Artificial Intelligence (AI) did not significantly contribute to the development of this agenda item.

Contract No. _____

STANDARD SERVICES CONTRACT

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and BKF Engineers, hereinafter called CONTRACTOR. COUNTY and CONTRACTOR are each a “Party” to this Contract and are collectively the “Parties” to this Contract. The Parties agree as follows:

1. **DUTIES.** CONTRACTOR shall perform the following duties: Phase 1 of Streamline Santa Cruz County Comprehensive Code Amendments. These duties are described in further detail in Attachment A, “Scope of Services,” which is attached hereto and incorporated herein by reference.

2. **COMPENSATION.** COUNTY agrees to pay, and CONTRACTOR agrees to receive, compensation for the performance of its services under this Contract as follows: payment not to exceed \$199,955 as set forth in further detail in Attachment B, “Terms of Payment.”

3. **TERM.** The term of this Contract shall be: September 30, 2026 through August 31, 2027. If this Contract is placed on the COUNTY’s Continuing Agreement List before the Contract term expires, the Parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

4. **TERMINATION.**

A. **Termination for Cause.** COUNTY may, in its sole discretion, immediately terminate this Contract if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

B. **Termination Without Cause.** COUNTY may terminate this Contract without cause upon at least thirty (30) calendar days advance written notice which states the effective date of the termination. Such termination is without penalty to or further obligation of COUNTY.

C. **Termination Due to Insufficient Funding.** COUNTY’s obligations under this Contract are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Contract shall be terminated. COUNTY shall provide CONTRACTOR at least seven (7) calendar days advance written notice of its intent to terminate this Contract due to insufficient funding.

D. **Compensation Upon Termination.** In the event this Contract is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Contract by CONTRACTOR.

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

A. Any and all claims, demands, losses, damages, defense costs, expenses (including attorneys' fees and costs), fines, penalties, and liabilities of any kind or nature which COUNTY, CONTRACTOR, or any third party may sustain as a result of, arising out of, or in any manner connected with CONTRACTOR's performance or failure to comply with or perform under the terms of this Contract, excepting any liability arising out of the sole negligence of COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

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

COUNTY may conduct or participate in its own defense without affecting CONTRACTOR's obligation to indemnify and hold harmless or defend COUNTY.

Acceptance of the insurance required by this Contract shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

This Paragraph 5 shall survive the termination or expiration of this Contract.

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

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

A. Types of Insurance and Minimum Limits.

i. Workers' Compensation Insurance in the minimum statutorily required coverage amounts.

ii. Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.

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

iv. Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.

v. Cyber liability insurance with limits of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of CONTRACTOR. "Cyber Risks" include but are not limited to (1) security breach; (2) data breach; (3) system failure; (4) data recovery; (5) failure to timely disclose data breach or security breach; (6) failure to comply with privacy policy; (7) business interruption; (8) cyber extortion; (9) invasion of privacy violations, including release of private information; (10) information theft; (11) release of private information; (12) payment card liabilities and costs; (13) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (14) damage to or destruction or alteration of electronic information; (15) extortion related to CONTRACTOR's obligations under this Contract regarding electronic information, including personal information; (16) fraudulent instruction; (17) funds transfer fraud; (18) telephone fraud; (19) network security; (20) data breach response costs, including security breach response costs; (21) regulatory fines and penalties related to CONTRACTOR's obligations under this Contract regarding electronic information, including personal information; and (22) credit monitoring expenses.

B. Other Insurance Provisions.

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

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

iii. All required policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) calendar days’ prior written notice (10 calendar days for nonpayment of premium) has been given to:

**County of Santa Cruz
Community Development
and Infrastructure
Department – Planning
Division
Attn: Stephanie Hansen, Assistant Director
701 Ocean Street 4th Floor
Santa Cruz, CA 95060”**

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

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

**County of Santa Cruz
Community Development
and Infrastructure
Department – Planning
Division
Attn:
Stephanie Hansen, Assistant Director
701 Ocean Street 4th Floor
Santa Cruz, CA 95060**

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

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

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

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

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

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

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

8. INDEPENDENT CONTRACTOR. CONTRACTOR and COUNTY agree that in performing its obligations under this Contract, CONTRACTOR, including its officers, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY.

Because of its status as an independent contractor, CONTRACTOR has no right to employment rights or benefits available to COUNTY employees. CONTRACTOR is solely responsible for providing to its own employees all employee benefits required by law. CONTRACTOR shall save COUNTY harmless from all matters relating to the payment of CONTRACTOR's employees, including all payroll related taxes. COUNTY has no right to control, supervise, or direct the manner or method of CONTRACTOR's performance under this Contract, but COUNTY may verify that CONTRACTOR is performing according to the terms of this Contract.

9. NOTICES.

A. Contact Information. The persons having authority to give and receive notices provided for or permitted under this Contract include the following:

For COUNTY:
Assistant Director
Community Development and
Infrastructure – Planning Division
701 Ocean Street 4th Floor
Santa Cruz, CA 95060
stephanie.hansen@santacruzcountyca.gov

For CONTRACTOR:
Project Manager
BKF Engineers
2100 Franklin St Suite 4C
Oakland, CA 94612
matt.diaz@bkf.com

B. Change of Contact Information. Either Party may change the information in Paragraph 9.A by giving notice as provided in Paragraph 9.C.

C. Method of Delivery. Each notice between COUNTY and CONTRACTOR provided for or permitted under this Contract must be in writing, state that it is a notice provided under this Contract, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by Portable Document Format (PDF) document attached to an email.

- i. A notice delivered by personal service is effective upon service to the recipient.
- ii. A notice delivered by first-class United States mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient.
- iii. A notice delivered by an overnight commercial courier service is effective one (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.
- iv. A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY's business hours, then such delivery is deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission.

10. NONASSIGNMENT. CONTRACTOR shall not assign this Contract without the prior written consent of COUNTY.

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

12. INSPECTIONS, AUDITS, AND PUBLIC RECORDS.

A. Inspection of Documents. CONTRACTOR shall make available to COUNTY, and COUNTY may examine at any time during business hours and as often as COUNTY deems reasonably necessary, all of CONTRACTOR's records and data with respect to the matters covered by this Contract, excluding attorney-client privileged communications. CONTRACTOR shall, upon request by COUNTY, permit COUNTY to audit and inspect all of such records and data to ensure CONTRACTOR's compliance with the terms of this Contract.

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

C. Public Records. COUNTY is not limited in any manner with respect to its public disclosure of this Contract or any record or data that CONTRACTOR may provide to COUNTY. COUNTY's public disclosure of this Contract or any record or data that CONTRACTOR may provide to COUNTY may include but is not limited to the following:

- i. COUNTY may voluntarily, or upon request by any member of the public or

governmental agency, disclose this Contract to the public or such governmental agency.

ii. COUNTY may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that CONTRACTOR may provide to COUNTY, unless such disclosure is prohibited by court order.

iii. This Contract, and any record or data that CONTRACTOR may provide to COUNTY, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 10, beginning with section 7920.000) ("CPRA").

iv. This Contract, and any record or data that CONTRACTOR may provide to COUNTY, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under Article 1, section 3, subdivision (b) of the California Constitution.

v. Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that CONTRACTOR may provide to COUNTY shall be disregarded and have no effect on COUNTY's right or duty to disclose to the public or governmental agency any such record or data.

D. Public Records Act Requests. CONTRACTOR shall cooperate with COUNTY with respect to any COUNTY demand for requested records.

i. If COUNTY receives a written or oral request under the CPRA to publicly disclose any record that is in CONTRACTOR's possession or control, and which COUNTY has a right, under any provision of this Contract or applicable law, to possess or control, then COUNTY may demand, in writing, that CONTRACTOR deliver to COUNTY, for purposes of public disclosure, the requested records that may be in the possession or control of CONTRACTOR. Within five (5) COUNTY business days after COUNTY's demand, CONTRACTOR shall (a) deliver to COUNTY all of the requested records that are in CONTRACTOR's possession or control, together with a written statement that CONTRACTOR, after conducting a diligent search, has produced all requested records that are in CONTRACTOR's possession or control, or (b) provide to COUNTY a written statement that CONTRACTOR, after conducting a diligent search, does not possess or control any of the requested records.

ii. If CONTRACTOR wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to COUNTY and assert the exemption by citation to specific legal authority within the written statement that it provides to COUNTY under this section. CONTRACTOR's assertion of any exemption from disclosure is not binding on COUNTY, but COUNTY will give at least ten (10) calendar days' advance written notice to CONTRACTOR before disclosing any record subject to CONTRACTOR's assertion of exemption from disclosure.

iii. CONTRACTOR shall indemnify COUNTY for any court-ordered award of costs or attorney's fees under the CPRA that results from CONTRACTOR's delay, claim of exemption, failure to produce any such records, or failure to cooperate with COUNTY with respect to any COUNTY demand for any such records.

iv. This provision shall not prohibit CONTRACTOR from seeking a protective order to prevent the disclosure of records CONTRACTOR has deemed or marked as confidential or restricted or proprietary.

E. This Paragraph 12 shall survive the termination or expiration of this Contract.

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

14. ATTACHMENTS. CONTRACTOR shall comply with the requirements of the following attachments to this Contract, each of which is incorporated herein by reference:

Attachment A, "Scope of Services"

Attachment B, "Terms of Payment"

Unless explicitly stated in an attachment, the language in the body of this Contract controls should a conflict arise between the language in the body of this Contract and any attachment to this Contract.

15. LIVING WAGE. This Contract is covered under Living Wage provisions if this Paragraph is initialed by COUNTY_____.

If Item # 15 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

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

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

17. GENERAL TERMS.

A. Compliance with Laws. CONTRACTOR shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Contract, including but not limited to workers compensation, labor, and confidentiality laws and regulations. This shall include, but is not limited to, obtaining the necessary licenses, permits, and any other required authorization to perform the work necessary to complete the terms of this Contract. CONTRACTOR bears sole responsibility for any violation of such laws and regulations by itself and agrees that it will indemnify, defend and hold COUNTY harmless for the consequences of any such violation, as referenced in Paragraph 5 of this Contract.

B. Standard of Practice. CONTRACTOR represents that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances (the "Standard of Care"). CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

C. Prior Acts Ratified. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Contract are hereby ratified.

D. Modification. This Contract may not be modified, and no waiver is effective, except by written agreement signed by both Parties. CONTRACTOR acknowledges that COUNTY employees have no authority to modify this Contract except as expressly provided in this Contract.

E. Non-Liability of County Officers, Officials, Employees, Agents, Volunteers. No officer, official, employee, agent, or volunteer of COUNTY shall be personally liable to CONTRACTOR in the event of any default or breach by COUNTY.

F. Governing Law. The laws of the State of California govern all matters arising from or related to this Contract.

G. Jurisdiction and Venue. This Contract is signed and performed in Santa Cruz County, California. CONTRACTOR consents to California jurisdiction for actions arising from or related to this Contract, and, subject to the Government Claims Act, all such actions must be brought and maintained in Santa Cruz County.

H. Construction. The final form of this Contract is the result of the Parties' combined efforts. If anything in this Contract is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Contract against either Party.

I. Headings. The headings and paragraph titles in this Contract are for convenience only and are not part of this Contract.

J. Severability. If anything in this Contract is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Contract remains in effect, and the Parties shall make best efforts to replace the unlawful or unenforceable part of this Contract with lawful and enforceable terms intended to accomplish the Parties' original intent.

K. No Waiver. Payment, waiver, or discharge by COUNTY of any liability or obligation of CONTRACTOR under this Contract on any one or more occasions is not a waiver of performance of any continuing or other obligation of CONTRACTOR and does not prohibit enforcement by COUNTY of any obligation on any other occasion.

L. No Third-Party Beneficiaries. This Contract does not and is not intended to create any rights or obligations for any person or entity except for the Parties.

M. Force Majeure. Neither Party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such Party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

N. Authorized Signature. CONTRACTOR represents and warrants to COUNTY that:

i. CONTRACTOR is duly authorized and empowered to sign and perform its obligations under this Contract.

ii. The individual signing this Contract on behalf of CONTRACTOR is duly authorized to do so and their signature on this Contract legally binds CONTRACTOR to the terms of this Contract.

O. Integrated Contract. This Contract, including its attachments, is the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter of this Contract, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Contract.

P. Counterpart Execution. This Contract, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Contract, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Contract, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract and any amendments hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SIGNATURE PAGE

Contract No. _____

STANDARD SERVICES CONTRACT

IN WITNESS WHEREOF, the parties hereto agree to the terms set forth above.

2. **BKF ENGINEERS**

Signed by:
By: Trayci Nelson
24CCD882385941D...
SIGNED

Trayci Nelson

PRINTED

4. **COUNTY OF SANTA CRUZ**

By: _____
SIGNED

PRINTED

Address: 2100 Franklin St Suite 4C
Oakland, CA 94612

Telephone: 510.899.7300

Email: trayci.nelson@bkf.com

1. **APPROVED AS TO FORM**

Signed by:
Natalie Kirkish
D52DC6AA0E74498...
Office of the County Counsel

3. **APPROVED AS TO INSURANCE**

Signed by:
Gina Occhipinti Borasi
E4EADC5BA53B4DB...
Risk Management

DISTRIBUTION:

- Community Development and Infrastructure
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Contractor

Attachment A Scope of Services

Task 1. Project Initiation and Background Review

The project team will participate in a virtual project initiation meeting to meet with County staff to discuss their ideas and aspirations for the project, review the approach to streamlining the County's policy documents and standards, discuss the public outreach process, finalize the work program and schedule, and clarify roles and responsibilities. This includes other items the County would like the consultant team to consider better implement the existing Streamline Santa Cruz County effort, as outlined in the January 2026 Board of Supervisors meeting.

The project team will conduct technical analysis and evaluation of applicable ordinances, plans, and policy documents, including, but not limited to, the General Plan and EIR, existing Development Code, Design Guidelines, Climate and Sustainability plans, Local Area Management Program, and other County planning and policy documents. During this task, the project team will work with County staff to identify areas of the Development Code where different regulatory approaches are desired. Based on comments on the County Code, we will create an outline and an updated project schedule that reflects the feedback received, expectations for subsequent meetings with stakeholders, user groups, and responsible agencies, and clarification of hearing processes (e.g., recommending bodies, hearing review times).

Sub-Tasks

1.1 Kickoff Meeting. Conduct kickoff meeting with County staff, including Development Review; Environmental Planning; Policy; Environmental Health; Permit Engineering Group; Public Works; Office of Response, Recovery, and Resilience; and County Counsel.

1.2 Technical Analysis. BKF staff will review relevant existing County of Santa Cruz plans, County Code, and procedures, including the County General Plan, County Local Agency Management Program (LAMP), County Code Chapters 13.10, 13.11, 13.20, 18.10, and 7.38, and Title 16. This includes a review of state and federal regulatory requirements affecting General Plan policies, zoning standards, environmental protection, septic regulations, and permit processing. This includes the items listed in Task 2. Our team will identify the relevant General Plans and codes of other jurisdictions that are good examples of streamlined development regulations focused on objective standards, conditions of approval, and/or limiting discretionary review. These may include, for instance, the following, among others:

- City of Oakland – Objective Residential Design Standards (2023 update)
- City of San Luis Obispo – Downtown form-based elements and objective guidelines
- City of Santa Rosa – Objective design standards applied citywide
- City of Healdsburg – Form-based Land Use Code (LUCE) zones
- City of Rancho Cucamonga General Plan and Development Codes (particularly Chapter 17.123 (multifamily design standards and Article VIII Form-Based Code).

1.3 Work Plan and Schedule. While this proposal includes a typical schedule, depending on the initiation of work, BKF staff will prepare a final Project Work Plan and schedule that addresses all tasks in this Scope of Work and any necessary schedule updates based on County staff direction. The Work Plan will also include staff and County objectives for the effort that will help guide the BKF team when making recommendations on policy or code

updates.

Deliverables

- Project Work Plan and Schedule
- List of recommended development codes and processes from other jurisdictions
- At least five (5) coordination meetings. The kick-off and others to seek feedback and direction on the Work Plan and final Schedule.

Task 2. Code Audit and Diagnostic Report

The BKF team will participate in 15-20 meetings and interviews with County staff, outside agency representatives, code users (e.g., development professionals, business owners, designers, architects, developers, etc.), community partners, and others familiar with the County Code and the development process in Santa Cruz County. This will include outreach to groups involved in the development process (e.g., the routing review team), outside agencies, and responsible and trustee agencies for feedback. After the meetings and research, the BKF team will prepare a memorandum outlining recommendations for County staff. These recommendations can include specifics on efforts within this scope and other recommendations for subsequent efforts to improve other policy documents, standards, or processes related to development review.

Consistent with the Streamline Santa Cruz County effort, Task 1-3 will include the following topics for analysis:

- Policy and Standard Clarity- General Plan and Implementing Documents
- Process Improvements- Standards and Codified Approval Processes
- Streamline Development- Enhanced Standards and Best Practices
- Disaster Recovery Ordinance and Process Improvements (including CZU fire post-approval analysis)
- Septic Review

Sub-Tasks

2.1 Coordination Meetings and Focused Interviews The BKF team will conduct agency coordination meetings and focused interviews with County departments and recovery partners to document key bottlenecks, successful practices, and unresolved policy issues from the CZU Fire recovery process.

2.2 General Plan Zoning Code Identified Areas. BKF staff will conduct a detailed review of the County's General Plan policies, LAMP, and County Code Chapter 13.10 (Zoning Regulations), Chapter 13.11 (Site, Architectural and Landscape Design Review), Chapter 13.20 (Coastal Zone Regulations), Chapter 18.10 (Discretionary Permit Approval Procedures), Chapter 7.38 (Sewage Disposal), and Title 16 (Environmental and Resource Protection).

Efforts to enhance the code for use and clarity include:

- Identify sections or policies within the County General Plan or LAMP that may need revision to facilitate the Code amendments.
- Identify code chapters that should be reorganized, combined, or eliminated to simplify the Code. Consider relocating and grouping standards related to Residential, Commercial, and Agricultural development to follow use charts.
- Identify code sections that overcomplicate, overregulate, or require onerous levels

of County staff, Commission, or elected review/approval, including peer review of trusted Consultants' work.

- Identify bulk, massing, and other zoning standards that complicate development reviews or limit the construction of housing units and consider elements of a form-based code that may eliminate barriers to residential and commercial development.
- Identify "exceptions" within the Code that could be eliminated in favor of a single variance process when the standards can't be met.
- Identify sections requiring revision to comply with state mandates.

2.3 Use and Process Identification. Identify all discretionary permits, findings, and decision points. This includes assessing which discretionary components can be replaced with objective, measurable standards and/or Conditions of Approval. Discretionary language may include, but is not limited to: "encourage," "discourage," "improve," "enhance," "consider," "in the opinion of," "as determined by," "substantial," and "compatible." BKF staff will also review use and site development permit approval charts in Chapters 13.10 and 13.11 to simplify and reduce approval levels to facilitate streamlined approvals.

2.4 Septic Standards and Process Analysis. Identify existing and potential issues with requirements, processes, permits, and groups involved. Potential improvements could include code and standard amendments, processing improvements, staff training, recommendations for County resources, and/or additional materials to assist private applicants.

2.5 Disaster Recovery Ordinance. The Disaster Recovery Ordinance will build upon the County's substantial body of existing emergency management, recovery, and land use planning work rather than creating an entirely new framework. The ordinance will be informed by best practices identified through the County's existing research of post-disaster recovery ordinances from jurisdictions such as Los Angeles, Sonoma, Napa, Monterey, El Dorado, and Butte Counties, or other jurisdictions, which provide proven models for expedited permitting, temporary housing, like-for-like rebuilding, debris management, permit fee relief, and recovery administration. This foundation will allow the County to establish a scalable, defensible recovery framework that can be activated immediately following a declared emergency while reflecting local needs, organizational structures, and community priorities.

2.6 Recommendations Memorandum. In addition, the BKF team will provide recommendations for:

- Lowering permit approval levels and conversion to ministerial (by-right) approvals for those uses that are core to the purpose of the zoning district
- Removal of onerous or unnecessary standards that limit residential and commercial development (e.g., Site design and development standards, building design and massing, including minimum lot areas, floor-area ratios, and density)
- Streamlining administrative and discretionary permit processes
- Including objective environmental and development standards
- Consolidating or eliminating duplicative regulations
- Impacts to other policy documents such as the General Plan, LAMP, and Resiliency and Hazards plans
- Considering County adoption of CEQA thresholds to facilitate development
- Relationship and context with Coastal Act requirements and other state laws
- Impacts on Santa Cruz County Regional Housing Needs Allocation (RHNA) housing sites and approved projects
- Methods to improve coordination with outside review and responsible agencies
- Methods to ensure public notification and transparency for new ministerial reviews

Deliverables

- Between 15-20 coordination meetings with user groups and planning staff and outside agencies.
- Comprehensive Code Audit & Diagnostic Report/Memorandum, addressing which General Plan policies and Code sections need to be included in the amendments and a general description of the change
- Matrix of discretionary vs. objective standards
- Recommendations Memorandum (Memo)
- Relationship Matrix highlighting relations of policy documents and regulatory items to illustrate how and what the changes will implement

Task 3- Initial Stakeholder Engagement

The BKF team will facilitate up to two (2) community workshops with residents, design professionals, environmental stakeholders, and fire recovery participants to validate priorities and identify implementation concerns. Outreach materials will include presentation slides, handouts, meeting summaries, and bilingual-friendly engagement tools as needed.

Task 4. Amendment Drafts

Based on the research and recommendations from Tasks 1 and 2, the BKF team will draft the amendments identified by the County and share them with County staff and review teams. BKF staff will review current standards that apply across different zones and prepare new or revised standards to support the General Plan, address the Recommendations Memo, and respond to feedback. This work will include objective standards that replace subjective review criteria and make compliance more predictable and measurable.

Using the findings and approved concepts from earlier tasks, the BKF team will also review processes and standards that affect development review timelines. The team will prepare updated standards and requirements to support the General Plan and Streamline Santa Cruz Work Plan. Topics will include zoning uses, development standards, nonconforming uses, performance standards, standards for specific uses, and objective standards that can support a shift from discretionary review to ministerial approval.

Sub-Tasks

4.1 Internal Meetings. Meet with County staff included in Task 1 to review drafts and solicit feedback.

4.2 Internal Draft Objective Standards. BKF staff will create objective development standards where needed in areas such as:

- Landscaping and tree retention/protection
- Resource protection, riparian and biotic constraints
- Grading and erosion control
- Hazards and geologic conditions

4.3 Draft Standard Conditions of Approval. Based on recommended code changes and improved objective standards, BKF staff will develop standard conditions of approval for ministerial and administrative permits under the Code. While ministerial actions typically do not have conditions of approval, this list will clarify requirements and outline subsequent processes and actions.

4.4 Development Process Improvements. Establish streamlined approval pathways

(ministerial/administrative). Determine whether complementary revisions to the County General Plan and LAMP are required to support the code changes and prepare those policy amendments as well. This includes emergency preparedness and well and septic analyses.

4.5 Internal Draft Code Improvements. BKF staff will rewrite or reorganize sections to improve clarity, consistency, and usability; remove discretionary language; and replace it with objective standards and conditions of approval. This includes consolidating overlapping requirements across the code chapters. The draft code sections will be prepared in both strikeout/underline for track changes and in clean versions for ordinance approval and formatting per County standards.

4.6 Model Ordinance and Best-Practices Technical Memorandum. BKF staff will prepare a best-practices and legal research memorandum evaluating model ordinances and emergency rebuilding frameworks from Sonoma County, Los Angeles County, and other California jurisdictions, including recent wildfire recovery measures and evolving federal recovery guidance.

4.7 Administrative review drafts of the ordinance. The BKF Team will prepare administrative and public review drafts of the ordinance, incorporating County feedback through iterative review cycles and presenting recommended procedures for expedited permitting, temporary housing, nonconforming rebuilds, interdepartmental coordination, and activation thresholds during declared emergencies.

Deliverables

- Between 10-15 coordination meetings with user groups and planning staff and agency coordination meetings and focused interviews
- Summary Code comparison matrix (old vs. new)
- Master list of standardized conditions of approval
- Draft Objective development and environmental standards for development review for insertion into the code
- Draft LAMP amendments and revisions in “track changes” for General Plan policies and SCCC Chapters 13.10, 13.11, 13.20, 18.10, 7.38, and Title 16
- Draft model ordinance and best-practices technical memorandum (PDF and MS Word)
- Draft Disaster Recovery Ordinance and process improvement

Task 5. Administrative- Project Manager Meetings

Throughout the project, the BKF Project Manager and team will remain in constant contact with County staff and conduct bi-weekly check-in meetings, as directed by County staff and as needed. In addition to project status, the Project Manager will have reports ready on invoicing status, issues that have come up, feedback received, schedule considerations, and other items deemed necessary by County staff.

- Monthly progress reports and invoices based on hours spent
- Biweekly check-ins with County staff
- Updated schedule and task tracking

Attachment B Terms of Payment

- (1) The total amount to be paid by the COUNTY to CONTRACTOR is \$199,955;
- (2) COUNTY shall pay CONTRACTOR upon receipt of monthly invoices broken down by task and sub-task based on time and materials, according to the following hourly billing rates, including an annual escalation of five percent.

2025 - 2026 STANDARD SCHEDULE OF FEES

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge.....	\$395
Senior Project/Program Manager.....	355
Project/Program Manager.....	305
Assistant Project/Program Manager.....	280
Senior Project Coordinator.....	220
Project Coordinator.....	185

ENGINEERING

Principal Engineer.....	\$340
Lead Engineer.....	300
Supervising Engineer.....	285
Senior Project Engineer.....	255
Project Engineer.....	230
Associate Engineer.....	210
Assistant Engineer.....	195

SURVEYING

Principal Surveyor.....	\$310
Lead Surveyor.....	300
Supervising Surveyor.....	255
Senior Project Surveyor.....	230
Project Surveyor.....	205
Associate Project Surveyor.....	195
Assistant Project Surveyor.....	180
Party Chief (PW).....	210
Chainperson (PW).....	180
One-Person Survey Crew (PW).....	250

TECHNICAL SUPPORT

CADD Manager.....	\$220
Supervising Technician.....	195
Senior Technician.....	185
Engineering Technician.....	150

CONSTRUCTION MANAGEMENT

Principal Construction Manager.....	\$375
Senior Construction Manager.....	325
Senior Resident Engineer.....	300
Resident Engineer.....	285
Structure Representative.....	285
Construction Manager.....	250
Assistant Resident Engineer.....	230
Sr. Construction Inspector (PW).....	215
Construction Inspector (PW).....	200
Senior Office Administrator.....	175
Office Administrator.....	145

PLANNING

Practice Lead.....	\$315
Senior Technical Specialist.....	275
Technical Specialist.....	250
Principal Planner/Scientist.....	210
Senior Planner/Scientist.....	195
Associate Planner/Scientist.....	165
Assistant Planner/Scientist/Monitor.....	140
Planning Technician/Field Monitor.....	115
Senior GIS Technician.....	185
GIS Technician.....	140
Labor Compliance Officer.....	165
Labor Compliance Analyst.....	125
Senior Housing Manager.....	235
Housing Manager.....	195
Principal Housing Analyst.....	175
Senior Housing Analyst.....	145
Housing Analyst.....	115

GOVERNMENT SERVICES

City Engineer.....	\$295
Deputy City Engineer.....	260
Assistant City Engineer.....	245
Plan Check Engineer.....	205
Permit Engineer.....	195
City Inspector.....	185
Senior City Inspector (PW).....	215
City Inspector (PW).....	200
Principal Stormwater Specialist.....	250
Senior Stormwater Specialist.....	220
Stormwater Specialist.....	190
Stormwater Technician.....	170
Building Official.....	285
Senior Building Inspector.....	220
Building Inspector.....	195
Senior Grant Writer.....	210
Grant Writer.....	200
Associate Grant Writer.....	180
Assistant Grant Writer.....	160

ADMINISTRATIVE SUPPORT

Senior Management Analyst.....	\$220
Management Analyst.....	190
IT Technician.....	155
Graphics/Visualization Specialist.....	165
Administrative Assistant.....	115

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to 5% annual escalation or the most recent US Bureau of Labor Statistics Consumer Price Index, whichever is higher.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications will be charged at 1 x hourly rate.

Rev. 11/7/2025

Certificate Of Completion

Envelope Id: 30BEF86F-D341-8A2E-8117-0D0F1B335FCD

Status: Completed

Subject: Complete with Docusign: Contract BKF Engineers - Streamline Code Amendments.docx

Source Envelope:

Document Pages: 17

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Stephanie Hansen

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Stephanie.Hansen@santacruzcountyca.gov

IP Address: 216.168.143.1

Record Tracking

Status: Original

Holder: Stephanie Hansen

Location: DocuSign

9/9/2026 3:25:18 PM

Stephanie.Hansen@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Signer Events

Natalie Kirkish

Natalie.Kirkish@santacruzcountyca.gov

County Counsel

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

D52DC6AA0E74498...

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.226

Timestamp

Sent: 9/9/2026 3:34:30 PM

Viewed: 9/15/2026 8:24:35 AM

Signed: 9/15/2026 8:24:49 AM

Electronic Record and Signature Disclosure:

Accepted: 8/1/2024 2:49:37 PM

ID: b763e46b-8c75-436f-b147-3f5717480ab2

Trayci Nelson

trayci.nelson@bkf.com

Security Level: Email, Account Authentication
(None)

Signed by:

24CCD862365941D...

Signature Adoption: Pre-selected Style

Using IP Address:

2600:1012:a124:eda4:f497:fcf0:4a37:f00a

Sent: 9/15/2026 8:24:51 AM

Viewed: 9/15/2026 1:17:28 PM

Signed: 9/16/2026 11:12:29 AM

Electronic Record and Signature Disclosure:

Accepted: 9/15/2026 1:17:28 PM

ID: a8c49cef-49c9-405c-9d39-42b9ae53c7c6

Gina Occhipinti Borasi

Gina.Borasi@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

Signed by:

E4EADC5BA53B4DB...

Signature Adoption: Pre-selected Style

Using IP Address:

2600:1010:b092:1fab:9c60:f866:26cb:3afb

Sent: 9/16/2026 11:12:31 AM

Viewed: 9/16/2026 5:39:10 PM

Signed: 9/16/2026 5:42:04 PM

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/9/2026 3:34:30 PM
Certified Delivered	Security Checked	9/16/2026 5:39:10 PM
Signing Complete	Security Checked	9/16/2026 5:42:04 PM
Completed	Security Checked	9/16/2026 5:42:04 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Land Use & Community Services

44. Approve agreement with BKF Engineers in the amount of \$199,955 for Phase 1 of Streamline Santa Cruz County Comprehensive Code Amendments, and take related actions

Name: Paul Statchen

Comment - 09/25/2026 05:13 PM: (No Vote)

Item 44 - Streamline Santa Cruz County Comprehensive Code Amendments

Thank you for pursuing Streamline Santa Cruz County and reviewing regulations that may create unnecessary complexity, delay, or uncertainty.

As someone researching housing systems in Santa Cruz County, I have become increasingly interested in what happens between planned housing capacity and actual stable housing outcomes. The County already maintains multiple programs, reports, and processes involving housing planning, zoning, permitting, affordability, supportive housing, navigation services, and housing production.

As streamlining efforts move forward, I encourage the County to consider not only whether individual regulations become simpler, but also whether housing projects can be tracked across the full pathway from:

Housing Need → Planning → Zoning Capacity → Project Development → Financing → Permitting → Construction → Occupancy → Affordability → Long-Term Stability

A project may move successfully through one stage while encountering challenges at another. Better visibility into those transitions may help identify where delays, duplication, friction, or information gaps occur.

I appreciate the County's ongoing efforts to improve permitting efficiency and transparency and encourage continued work toward connecting information across systems so that the public can better understand how housing goals are ultimately translated into housing outcomes.

Thank you for your consideration.

Paul Statchen

Santa Cruz County Water Districts Rate Information (Discussion Draft)

Water system	Approx. connections	Most recent rate-setting process	Status / effective date	Links
City of Santa Cruz Water Department	~25,000	2026 Water Rate Study	Proposed rates for 2027–2031; hearing scheduled Nov. 17, 2026	2026 Water Rates & Rate Study page
Scotts Valley Water District	~3,900	2026 Water Rate Study	Proposed 5-year rates beginning Jan. 1, 2027; Prop. 218 process underway	2026 Rate Study / Prop. 218 page
City of Watsonville Water	~15,000	2026 Utility Rate Study	New rates approved/proposed for July 1, 2026–2030	2026 Proposed Utility Rate Adjustments · 2026 Prop. 218 Notice
Soquel Creek Water District	~16,250	2023 Water Rate Study	Adopted Feb. 20, 2024; rates began Mar. 1, 2024	Rate Study process and documents · Full 2023 Rate Study Report
San Lorenzo Valley Water District	~8,000	2023 Rate Study / Prop. 218	Adopted Feb. 15, 2024; new rates began Mar. 2024	2023 Rate Study & Prop. 218 Process · Rates & Fees / 2024 Rate Study
Central Water District	~800	2023 Water Rate Study	Adopted Nov. 20, 2023; five-year increases through 2028	2023 Rate Study & Prop. 218 Process · Full 2023 Rate Study Report

Monthly cost for domestic use

Water agency	2027 — 3 CCF	2027 — 7 CCF	2028 — 3 CCF	2028 — 7 CCF
Santa Cruz	\$80.15	\$150.44	\$89.79	\$169.65
Scotts Valley	\$77.07	\$140.08	\$82.24	\$149.58
Watsonville	\$45.12	\$63.58	\$47.39	\$66.79
Soquel Creek	\$151.68	\$171.18	—	—
San Lorenzo Valley	\$103.01	\$157.58	\$110.24	\$169.69
Central Water District	~\$47.24	~\$69.88	~\$51.74	~\$76.54

Fixed-rate versus variable revenue

Agency	Fixed revenue (approx.)	Variable/consumptive revenue (approx.)	How determined
City of Santa Cruz	20%	80%	Explicitly stated target
Scotts Valley Water District	55%	45%	Calculated from rate-revenue table

Agency	Fixed revenue (approx.)	Variable/consumptive revenue (approx.)	How determined
Watsonville	~45%	~55%	Calculated from rate-revenue table
Soquel Creek Water District	60%	40%	Explicitly stated target
San Lorenzo Valley Water District	45%	55%	Explicitly stated target
Central Water District	~20%	~80%	Calculated from rate-study revenue data