



## **CITY COUNCIL AGENDA REPORT**

**Meeting Date:** November 5, 2020

**From:** John Swiecki, Community Development Director

**Subject:** Adoption of Resolution 2020-60, Collaboration Agreement with San Mateo County for Consultant Services Related to Housing Element Preparation

### **COMMUNITY GOAL/RESULT**

Community Building

### **PURPOSE**

For the City to enter into a collaboration agreement with the San Mateo County to administer consultant services for preparation of the City's Housing Element update.

### **RECOMMENDATION**

That the City Council adopt Resolution 2020-60 (Attachment 1) and authorize the City Manager to execute the attached Collaboration Agreement (Attachment 2).

### **BACKGROUND**

California State Law mandates that all California cities update their General Plan Housing Elements every 8-years. The next update of the City's Housing Element must be completed and submitted to the State of California by January 2023.

The City of Brisbane is a member of 21 Elements, a consortium of San Mateo County and all the cities within the county. 21 Elements focuses housing-related planning issues and utilizes professional consulting services provided by Baird + Driskell Community Planning. Brisbane and most jurisdictions within the County used Baird + Driskell's services to assist in preparation of the 2015 Housing Elements. The County of San Mateo administers the professional services agreement with Baird+Driskell on behalf of all jurisdictions within 21 Elements, as opposed to each jurisdiction administering its own consultant agreement.

### **DISCUSSION**

For preparation of the upcoming Housing Element, the City is proposing to utilize a similar arrangement as was used for the 2015 Housing Element, whereby the Baird+ Driskell provides consultant services to the City and the consultant agreement is administered by San Mateo

County. The attached Collaboration Agreement defines the obligations and responsibilities of all parties.

You will note that the costs vary between the participating jurisdictions. This is based on the scope of consultant services to be provided and jurisdiction size. The consultant offers several different packages of services. A city might choose a limited package and rely more heavily on staff to prepare their Housing Element, or a city might select a more comprehensive package of consultant services, thereby reducing staff resources required for this effort. In regard to jurisdiction size, the cities within the county are categorized as small, medium or large, and the cost for any service package is based on jurisdiction size, with small jurisdictions paying less than medium or large cities for the same services.

It is recommended that the city utilize the full consultant service package at a cost of \$48,500. Services to be provided as outlined in Attachment 3 include:

1. Assist staff in the development of the Housing Element site inventory summary and assist with Housing Element goals, policies, programs and quantified objectives to respond to local housing needs and meet state requirements.
2. Make presentations at public workshops, Planning Commission, and City Council as needed regarding local housing needs, key opportunities and proposed policy strategies.
3. Assist with rezoning, General Plan and/or other required land use changes.
4. Work with staff to prepare a draft and final Housing Element and attend public hearings.
5. Facilitate consultation and review with HCD.
6. Provide support on special issues analysis and CEQA documentation.

Staff believes the recommended level of consultant support is appropriate for several reasons. Recent change in state law will make completion of the upcoming Housing Element more complex, and Brisbane will face its own unique challenges which will need to be addressed. Additionally, Housing Element preparation is extremely time consuming, and the use of consultant services will enable staff to direct and administer this program while also devoting time and resources to other projects and programs.

In regard to funding, the City earlier this year applied for and received approval of a Local Early Action Planning (LEAP) grant application from the state Department of Housing and Community (HCD). The grant, in the amount of \$65,000, is intended for the adoption of planning documents and/or process improvements that would accelerate housing production and facilitate compliance with the sixth cycle of the regional housing needs allocation (RHNA).

Consultant services to prepare the Housing Element are an eligible activity under the grant, and this activity was identified as a use of grant funding when the City filed the grant application.

### **FISCAL IMPACT**

The consultant work scope would total \$48,500 over the next two years, the cost of which will be fully covered through the LEAP grant.

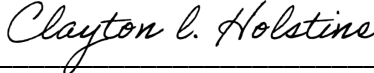
### **MEASURE OF SUCCESS**

Completion of an updated Housing Element that meets the state's requirements and addresses local housing needs.

### **ATTACHMENTS**

1. Draft City Council Resolution 2020-06
2. Collaboration Agreement with San Mateo County
3. Agreement Between County of San Mateo and Baird + Driskell

  
\_\_\_\_\_  
John Swiecki, Community Development Director

  
\_\_\_\_\_  
Clay Holstine, City Manager

# ATTACHMENT 1

**-DRAFT-**

## **CITY COUNCIL RESOLUTION NO. 2020-60**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE AUTHORIZING ENTRY INTO A COLLABORATION AGREEMENT AMONG SAN MATEO COUNTY AND VARIOUS CITIES WITHIN THE COUNTY FOR THE 6<sup>TH</sup> CYCLE OF THE REGIONAL HOUSING NEEDS ALLOCATION**

WHEREAS, California State law mandates that all California cities, towns and counties plan for housing needs of their residents; and

WHEREAS, the California Department of Housing and Community Development (HCD) determines the total number of new homes that need to be built, and level of affordability of the new homes, in order to meet the housing needs in each region of California, which is called the Regional Housing Needs Determination (RHND); and

WHEREAS, the Association of Bay Area Governments (ABAG) receives the RHND from HCD for the Bay Area region, including San Mateo County, and further distributes the Regional Housing Needs Allocation (RHNA) to each city and county in the Bay Area and that distribution of the RHNA is now in process; and

WHEREAS, each jurisdiction plans for its housing needs through its Housing Element, which is required to be updated on approximately 7-year cycles; and

WHEREAS, the individual jurisdictions' Housing Elements for the Bay Area region must be submitted to HCD before January 2023; and

WHEREAS, Baird + Driskell Community Planning (Baird + Driskell) has offered planning services to support the County and cities within the County in the preparation and submittal of their respective Housing Elements; and

WHEREAS, the County has agreed to provide for contract administration for cities entering into a collaboration agreement to receive these services.

WHEREAS, on April 16, 2020 City Council authorized staff, via Resolution No. 2020-21, to submit an application for Local Early Action Planning (LEAP) grant funding, including reimbursement of \$48,500 for Housing Element consulting services, as offered by Baird + Driskell, and that application is pending final approval by the HCD.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BRISBANE RESOLVES AS FOLLOWS:

In connection with the Housing Element planning services offered by Baird + Driskell, the City Manager Clayton Holstine is hereby authorized and directed to sign on to the Collaboration Agreement provided by the County, which includes authorization for payments totaling \$48,500, as detailed in the Collaboration Agreement;

---

Terry O'Connell, Mayor

I hereby certify that the foregoing Resolution No. 2020-60 was duly and regularly adopted at a regular meeting of the Brisbane City Council on November 5, 2020, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

Attest:

---

Ingrid Padilla, City Clerk

# ATTACHMENT 2

## COLLABORATION AGREEMENT

AMONG

COUNTY OF SAN MATEO

AND

VARIOUS CITIES LOCATED IN SAN MATEO COUNTY

FOR

THE 6<sup>TH</sup> CYCLE OF THE REGIONAL HOUSING NEEDS ALLOCATION

THIS AGREEMENT, entered this [ ] day of [ ], 2020 by and among the County of San Mateo (herein called the “County”), and the following cities located within San Mateo County:

Town of Atherton, (herein called “Atherton”);  
City of Belmont, (herein called “Belmont”);  
City of Brisbane, (herein called “Brisbane”);  
City of Burlingame, (herein called “Burlingame”);  
Town of Colma, (herein called “Colma”);  
City Daly City, (herein called “Daly City”);  
City of East Palo Alto, (herein called “East Palo Alto”);  
City of Foster City, (herein called “Foster City”);  
City of Half Moon Bay, (herein called “Half Moon Bay”);  
Town of Hillsborough, (herein called “Hillsborough”);  
City of Menlo Park, (herein called “Menlo Park”);  
City of Millbrae, (herein called “Millbrae”);  
City of Pacifica, (herein called “Pacifica”);  
Town of Portola Valley, (herein called “Portola Valley”);  
City of Redwood City, (herein called “Redwood City”);  
City of San Bruno, (herein called “San Bruno”);  
City of San Carlos, (herein called “San Carlos”);  
City of San Mateo City, (herein called “San Mateo”);  
City of South San Francisco, (herein called “South San Francisco”); and  
Town of Woodside, (herein called “Woodside”)

(collectively referred as “Participants”).

WHEREAS, California State law mandates that all California cities, towns, and counties plan for the housing needs of their residents;

---

WHEREAS, the California Department of Housing and Community Development (HCD) determines the total number of new homes that need to be built, and level of affordability of the new homes, in order to meet the housing needs in each region of California, which is called the Regional Housing Needs Determination (RHND);

WHEREAS, the Association of Bay Area Governments (ABAG) receives the RHND from HCD for the Bay Area region, including San Mateo County, and further distributes the Regional Housing Needs Allocation (RHNA) to each city and county in the Bay Area;

WHEREAS, ABAG will soon assign each of the Participants its respective portion of the Bay Area region RHND;

WHEREAS, each jurisdiction plans for its housing needs through its Housing Element, a part of their General Plan;

WHEREAS, Participants must submit to HCD their Housing Elements before January 2023;

WHEREAS, Baird + Driskell Community Planning (“Baird + Driskell”) has offered a package of planning services to support cities and the County in their preparation and submittal of their Housing Elements;

WHEREAS, each of the Participants wish to contract with Baird + Driskell for such services;

WHEREAS, concurrently with this Agreement, County will enter into an agreement with Baird + Driskell “Agreement Between The County of San Mateo and Baird + Driskell Community Planning” (“Baird + Driskell Agreement”) for these services to Participants and Participants have elected to receive varied levels of service under the Baird + Driskell Agreement; and

WHEREAS, Participants are entering into this Agreement in order to set forth the Participants’ respective obligations for payment to Baird + Driskell and for contract administration and management under the Baird and Driskell Agreement.

NOW, THEREFORE, the Participants agree as follows:

1. Services and Activities.

The services under the Baird + Driskell Agreement will be performed by Baird + Driskell under contract with, and under the supervision of, County. The scope of RHNA-related services under the Baird + Driskell Agreement (“RHNA Services”) for each Participant shall be as set forth in Exhibit A of the Baird + Driskell Agreement.

2. Payments.

A. Each Participant agrees to provide payment to County for the direct costs of the RHNA Services as set forth in Exhibit A (Distribution of Payment) of this Agreement within one month of receipt of fully-executed copy of this Collaboration Agreement. Such direct costs shall include the costs incurred by County as payments to Baird + Driskell for RHNA Services provided to the Participant. Total payment to County by Participants shall not exceed \$770,500, which amount is , comprised of the following not to exceed amounts

---

from each Participant: \$48,500 from Atherton; \$11,500 from Belmont; \$48,500 from Brisbane; \$15,500 from Burlingame; \$18,500 from Colma; \$61,500 from Daly City; \$54,500 from East Palo Alto; \$54,500 from Foster City; \$54,500 from Half Moon Bay; \$11,500 from Hillsborough; \$54,500 from Menlo Park; \$54,500 from Millbrae; \$54,500 from Pacifica; \$48,500 from Portola Valley; \$21,500 from Redwood City; \$54,500 from San Bruno; \$2,500 from San Carlos; \$12,500 from San Mateo; \$15,500 from County (for RHNA Services for the unincorporated areas of San Mateo County; \$61,500 from South San Francisco, and; \$11,500 from Woodside.

B. Participants shall send payments to the following address:

San Mateo County Department of Housing  
264 Harbor Blvd. Bldg. A  
Belmont, CA 94002  
Attn: Babs Deffenderfer

C. Baird + Driskell will supply invoices in a format necessary to meet requirements set forth in S.B. 2, Chapter 364, Part 2 of Division 31 of the Health and Safety Code (Ca. 2017).

D. County will submit quarterly expense summaries to Participants detailing RHNA Services expenditures.

3. Relationship of the Participants.

The parties will cooperate and undertake activities in their mutual interest, but it is understood and agreed that this Collaboration Agreement is by and among Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractors.

4. Contract Term.

This Collaboration Agreement shall be in effect as of August 1, 2020 and shall terminate on January 31, 2023, unless terminated earlier by the Participants. The parties may extend, renew or amend the terms hereof, by mutual agreement in writing and signed by the parties.

**THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES**

**REST OF PAGE DELIBERATELY LEFT BLANK**

---



IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Raymond Hodges, Director, Department of Housing, County of San Mateo

Date: \_\_\_\_\_

Exhibit A

Distribution of Payment

The budget for each service package, tiered by city size, is summarized below.

	<i>Small City</i>	<i>Mid-Size City</i>	<i>Large City</i>
<b>Base Package</b>	\$ 2,500	\$ 2,500	\$ 2,500
<b>Getting Started Package</b>	\$ 9,000	\$ 13,000	\$ 19,000
<b>Foundations Package</b>	\$ 7,000	\$ 9,000	\$ 10,000
<b>Full Package</b>	\$ 30,000	\$ 30,000	\$ 30,000
<b>"All In"</b>	\$ 48,500	\$ 54,500	\$ 61,500

The table below indicates which cities are in each tier:

<b>Small Cities</b>	<b>Mid-Size Cities</b>	<b>Large Cities</b>
Atherton	Belmont	Daly City
Brisbane	Burlingame	Redwood City
Colma	East Palo Alto	San Mateo City
Hillsborough	Foster City	South San Francisco
Portola Valley	Half Moon Bay	
Woodside	Menlo Park	
	Millbrae	
	Pacifica	
	San Bruno	
	San Carlos	
	San Mateo County	

The table below indicates the packages selected by participating cities:

<i>Jurisdiction</i>	<i>Size</i>	<i>Base</i>	<i>Get Started</i>	<i>Foundations</i>	<i>Full</i>	<i>Cost</i>
<b>Atherton</b>	Small	Yes	Yes	Yes	Yes	\$48,500
<b>Belmont</b>	Mid	Yes	No	Yes	No	\$11,500
<b>Brisbane</b>	Small	Yes	Yes	Yes	Yes	\$48,500
<b>Burlingame</b>	Mid	Yes	Yes	No	No	\$15,500
<b>Colma</b>	Small	Yes	Yes	Yes	No	\$18,500
<b>Daly City</b>	Large	Yes	Yes	Yes	Yes	\$61,500
<b>East Palo Alto</b>	Mid	Yes	Yes	Yes	Yes	\$54,500
<b>Foster City</b>	Mid	Yes	Yes	Yes	Yes	\$54,500

<b>Half Moon Bay</b>	Mid	Yes	Yes	Yes	Yes	\$54,500
<b>Hillsborough</b>	Small	Yes	Yes	No	No	\$11,500
<b>Menlo Park</b>	Mid	Yes	Yes	Yes	Yes	\$54,500
<b>Millbrae</b>	Mid	Yes	Yes	Yes	Yes	\$54,500
<b>Pacifica</b>	Mid	Yes	Yes	Yes	Yes	\$54,500
<b>Portola Valley</b>	Small	Yes	Yes	Yes	Yes	\$48,500
<b>Redwood City</b>	Large	Yes	Yes	No	No	\$21,500
<b>San Bruno</b>	Mid	Yes	Yes	Yes	Yes	\$54,500
<b>San Carlos</b>	Mid	Yes	No	No	No	\$2,500
<b>San Mateo City</b>	Large	Yes	No	Yes	No	\$12,500
<b>San Mateo County</b>	County	Yes	Yes	No	No	\$15,500
<b>South San Francisco</b>	Large	Yes	Yes	Yes	Yes	\$61,500
<b>Woodside</b>	Small	Yes	Yes	No	No	\$11,500

---

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND BAIRD + DRISKELL  
COMMUNITY PLANNING**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Baird + Driskell Community Planning, hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, the County and various cities located within the jurisdictional boundaries of San Mateo County have entered into a Collaboration Agreement related to securing planning services to support cities and towns within the County and the County in preparation and submittal of their Housing Elements and addressing payment for such services ("Collaboration Agreement"); and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing such planning services to support cities and towns within the County and the County in their preparation and submittal of their respective Housing Elements.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment—IP

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Seven Hundred Seventy Thousand Five Hundred (\$770,500). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 1, 2020, through January 31, 2023.

**5. Termination; Availability of Funds**

This Agreement may be terminated by Contractor or by the Director of San Mateo County Department of Housing or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement, or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, County, or local funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

#### **11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

#### **12. Non-Discrimination and Other Requirements**

##### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political

beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.



**f. History of Discrimination**

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 11, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies

that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Raymond Hodges, Director of Department of Housing  
Address: 264 Harbor Blvd. Bldg. A, Belmont, CA 4002  
Telephone: (650) 802-3389  
Email: rhodges@smchousing.org

In the case of Contractor, to:

Name/Title: Joshua Abrams, Principal  
Address: 2635 Benvenue Ave., Berkeley, CA 94704  
Telephone: (510) 761-6001  
Email: abrams@bdplanning.ocm

**18. Electronic Signature**

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County:  If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor:  If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

\* \* \*

**THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.**

**For Contractor:**

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joshua Abrams



**For County:**

\_\_\_\_\_  
Raymond Hodges  
Director  
Department of Housing  
County of San Mateo

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing Agent Name (please print)  
(Department Head or **Authorized** Designee)  
County of San Mateo

\_\_\_\_\_  
Purchasing Agent or **Authorized** Designee  
Job Title (please print)  
County of San Mateo

Exhibit A

Scope of Services

**1. BASE Package - General Support for RHNA 6 and Housing Element Updates**

- Overview** Support cross-jurisdictional learning, coordination, collaboration and problem-solving for the duration of the housing element update process through regular meetings, countywide analyses, best practice research, and shared data and communications tools.
- Timing** *June 2020 through January 2023 (32 months)*
- Core Tasks**
- a** Facilitate sharing and collaboration, including special work sessions and regular meetings
  - b** Focused research and dialogue on issues of special concern, including strategies to affirmatively further fair housing
  - c** Provide educational materials and outreach support
  - d** Engage with HCD on overall process, tours, and technical assistance
  - e** Develop countywide analyses with jurisdiction-level data for housing needs, etc.
  - f** Create templates and best practice tools, including support for property owner surveys
  - g** Conduct ADU affordability survey
  - h** Educate California State legislators about experiences of San Mateo County jurisdictions' experiences in the Housing Element Update process
- Products**
- ✓ 21 Elements website updates, including tools, outreach materials, etc.
  - ✓ Regular meetings and discussion summaries
  - ✓ Countywide and jurisdiction-specific need tables
  - ✓ Countywide analyses, data templates, best practice reports and similar based on group needs
  - ✓ ADU affordability survey
  - ✓ Shared educational tools for the general public and decision-makers
- City Roles**
- ▶ Fully participate in regular meetings and special work sessions.
  - ▶ Review and provide feedback on draft work products, including data tools, research papers, educational materials, etc.
  - ▶ Serve as a conduit to others in your city organization and community on issues of shared concern.
  - ▶ Actively share local challenges, best practices, relevant resources and housing knowledge.

**City Time** Average of 6 – 10 hours per city each month over the course of the RHNA 6 process.

## **BASE PACKAGE - Task Descriptions**

- 1a Facilitate Sharing and Collaboration.** Schedule, facilitate and document regular cross-jurisdictional meetings to engage city staff and directors in discussions of issues, opportunities, approaches, strategies and ideas pertinent to the housing element updates. Meetings may include guest participants to discuss technical topics, “how to” sessions, and focused work sessions to collaboratively problem-solve. We anticipate one meeting per month, with others added as needed, supplemented by ongoing project coordination and communications.
- 1b Conduct Focused Research.** To support shared learning about best practices, and dialogue on issues of special concern, Baird and Driskell Community Planning (“Baird and Driskell” or “21 Elements team”) will conduct research on topics of special interest based on input and requests from member jurisdictions. Work products may take the form of white papers, fact sheets, PowerPoint presentations and/or webinars depending on the type, extent and format of information. This work will include exploration of best practices and strategies to affirmatively further fair housing.
- 1c Create Shared Outreach Materials.** The 21 Elements team will develop materials to support education and outreach efforts by member jurisdictions and county partners. The purpose of these materials will be to support community understanding and dialog about housing needs, the role and purpose of the housing element, and strategies being used locally and elsewhere to create and sustain diverse housing choices, affordability and healthy communities. Production of materials will be coordinated with key steps in the update process, with most being produced in the first year when community discussions are getting underway. To the extent possible, materials will be designed so that they can be easily customized by each jurisdiction to tailor them to localized information and circumstances.
- 1d Engage with HCD.** The 21 Elements team will help ensure early and ongoing engagement with HCD staff in order to help them understand the unique challenges and opportunities of San Mateo County jurisdictions, and to help all member jurisdictions better understand HCD’s expectations, perspectives and priorities. By building and maintaining a collaborative and respectful working relationship, 21 Elements will help ensure that the update process goes as smoothly as possible—highlighting and addressing issues *before* updated elements get submitted to HCD—and bringing situational awareness and technical assistance to bear in a timely manner, facilitating more efficient reviews by HCD with fewer surprises, and helping ensure higher quality housing elements.
- 1e Conduct Countywide Analyses of Housing Needs and Market Conditions.** Develop countywide analyses of housing needs, including population, employment and household characteristics; general housing stock characteristics; the incidence of overpayment and overcrowding; and special housing needs (e.g., people experiencing homelessness, people with

disabilities, seniors, etc.). Data will be reported at the County level and in comparative tables and graphics detailing each jurisdiction's data as well. Analysis will also be provided related to the countywide and regional housing market conditions and trends.

**1f Create Templates and Other Tools.** Data templates, methodologies and related tools will be developed to support each jurisdiction's work. These include but are not limited to: template and instructions for evaluating existing elements; tools for assessing and comparing governmental and non-governmental constraints; and tools for evaluating and improving fair housing practices. This work will also support development of a property owner survey for substantiating properties included in site inventories.

**1g Conduct ADU Affordability Survey.** The 21 Elements team will develop and implement a survey of ADU property owners (using lists provided by participating jurisdictions) to better understand how they are being used, who is being served by them, and the levels of affordability being met. This will help inform how jurisdictions incorporate ADUs within their overall housing strategy, including how to apply them to RHNA targets, and support development of more effective ADU policies and programs in the housing element update.

**1h Educate Lawmakers.** Much of the housing element process is driven by State legislation. To help support a more responsive and effective legislative framework for future updates, it is important to communicate back to lawmakers about the experience of local jurisdictions working to translate State law into local action. Working as a group, 21 Elements is able to speak effectively to multiple experiences from the perspective of jurisdictions with proven commitment to pro-housing policies to help lawmakers understand what's working, what isn't and how things could be improved.

*Jurisdiction staff will be expected to participate fully in all Task 1 activities, including in particular the regular sharing and collaboration meetings, review and feedback of draft work products, and discussions with HCD and lawmakers, as needed. Experience has shown that the more staff engage in and contribute to the collaboration and its activities, the more they get out of it.*

## 2. GETTING STARTED Package – Site Inventories and Strategies

<b>Overview</b>	Assess potential sites and strategies for creating additional housing capacity, taking into account anticipated need allocations and recent changes in state laws that affect site eligibility. The outcome will be early identification of the most viable strategies to ensure adequate sites so that rezoning and other actions can be completed in conjunction with the update process.
<b>Timing</b>	<i>June 2020 through June 2021 (13 months)</i>
<b>Core Tasks</b>	<ul style="list-style-type: none"><li><b>a</b> Prepare jurisdiction-specific inventory baselines (based on current inventory of zoned and planned sites) and compare to anticipated RHNA need numbers. How much additional capacity will need to be found?</li><li><b>b</b> Conduct development feasibility analyses based on defined site inventory gaps to identify market-supportive capacity increases that could be achieved through alternative planning and policy strategies (including rezoning and other regulatory changes).</li><li><b>c</b> Estimate high-level tax revenue implications of the alternatives.</li><li><b>d</b> Study market absorption rates for missing middle housing.</li><li><b>e</b> Review analysis methodology and results with HCD.</li><li><b>f</b> Identify the most promising site capacity strategies for each jurisdiction to meet RHNA needs and help ensure that rezoning and other actions can be completed in conjunction with the update process.</li></ul>
<b>Products</b>	<ul style="list-style-type: none"><li>✓ Site inventory baselines and anticipated gaps by jurisdiction</li><li>✓ Data on potential market-supportive site capacity increases (mapped and quantified) through alternative policy strategies (e.g., rezoning based on defined criteria; changes to development standards; etc.) with summary of tax impacts.</li><li>✓ Report on market data for “missing middle” housing and implications for RHNA 6.</li><li>✓ Recommendations on policy and program strategies for each jurisdiction (developed in conjunction with jurisdiction staff) to meet RHNA</li></ul>
<b>City Roles</b>	<ul style="list-style-type: none"><li>▶ Provide data on current sites using template and engage in discussions.</li><li>▶ Participate in working group to inform and guide the analysis and “missing middle” study, providing feedback on methodology, strategy alternatives and draft findings.</li><li>▶ Work with 21E team to define recommendations on strategy priorities.</li></ul>



**City Time** 16 to 32 hours a month per city over the course of 13 months

## **GETTING STARTED PACKAGE - Task Descriptions**

**2a Document and Confirm Existing Inventory; Quantify the Gap.** The 21 Elements team will work with jurisdiction staff to document, update, review and confirm jurisdiction-specific baselines of eligible sites based on current inventory of zoned and planned sites, updated to reflect State requirements related to site eligibility and entering into the State's new inventory tool. The team will then compare the baseline inventory to the anticipated RHNA need numbers by income category, and quantify the additional capacity that will need to be created in each income category to meet the anticipated need targets. *Jurisdiction staff will need to be highly engaged in this task to provide and carefully review baseline data and site-specific information.*

**2b Conduct Feasibility Analysis of Potential Site Strategies.** The 21 Elements team will engage an economic analysis firm to conduct development feasibility analyses of market-supportive strategies that could respond to the defined site inventory gaps. Examples of alternative planning and policy strategies including rezoning of sites and sub-areas based on defined criteria (e.g., in proximity to transit or retail centers, etc.); changes to development standards that could increase site capacity (e.g., units per acre, height, etc.); and changes to existing zoning districts (e.g., changes to expand potential for multiplexes in lower density zones or to allow housing in commercial zones, etc.). A working group of jurisdiction staff will be formed to help guide the analysis work. *Jurisdiction staff will need to participate fully in the working group, methodology review, choice of policy options for analysis, and review and refinement of results.*

The analysis process will include:

- Compiling parcel-level base data from the site inventories and exiting County GIS into a MapCraft database.
- Engaging the work group to define policy options for initial countywide analysis, with subsequent refinement to determine both the increase in site capacity and realistic market response that could be expected from implementation of each option, with results mapped and quantified both countywide and by jurisdiction. This will be a first-tier analysis to inform policy deliberations and identification of the most promising strategies for each jurisdiction which will then require more detailed review and refinement in subsequent steps of the update process in each jurisdiction.
- Draft results will be reviewed with the working group and with staff from each jurisdiction, with subsequent refinement based on feedback. While several iterations of analysis will be

possible, the number of iterations will be limited by the time budget for this sub-task.

- The analysis will illustrate the increased gross site capacity that would result from each policy strategy and realistic market response in delivering housing outcomes in each RHNA income category.

**2c Summarize Fiscal Impacts.** To further inform the consideration of policy alternatives that could expand site capacity in response to RHNA requirements, the results from Task 2b will be supplemented by a high-level evaluation and quantification of potential tax revenue impacts. *Jurisdiction staff involved in the working group will participate in reviewing and providing feedback on the fiscal analysis methodology and results.*

**2d Analyze “Missing Middle” Housing Performance.** Related to the analysis of potential policy alternatives that could expand site capacity, the 21 Elements team will study the market performance and absorption rates for “missing middle” housing types (e.g., duplexes, triplexes, townhomes, small multiplexes) in San Mateo County. The purpose of this analysis will be to understand cost and price ranges of these housing products (both historic and recently built), where they are located, marketability and who they are serving. This data will be helpful to jurisdictions as they explore policy and program strategies to expand these housing types during the update process. *Jurisdiction staff involved in the working group will participate in reviewing and providing feedback on the “missing middle” study’s methodology and results.*

**2e Facilitate HCD Review and Feedback.** To ensure that the analysis process and results meet State expectations for the site inventories and substantiation of market readiness, the 21 Elements team will confer regularly with key HCD staff during the Getting Started process, including to review the approach and methodology; provide input on the policy options being explored; and provide review and feedback on the draft and final results.

**2f Provide Jurisdiction-specific Recommendations.** The 21 Elements team and economic consultant will summarize the “Getting Started” analysis results and make recommendations to each jurisdiction—in close consultation with staff—regarding the most promising and relevant site strategies to pursue in the update, including recommendations for further analysis or refinement and next steps to complete the site inventory section of the housing element as well as recommended rezoning and other regulatory change actions to implement the priority strategies. *Jurisdiction staff will need to participate fully in the development and vetting of recommendations, including engagement of other city staff and leaders, as needed, to confirm general support for the direction(s) being recommended.*

### 3. FOUNDATIONS Package – Housing Needs and Constraints; Focused Support

- Overview**      Begin updating the housing element: evaluate the existing element in relation to recent state law requirements; develop the key foundational sections of the housing element; and refine the update’s work program and schedule, including engagement strategy, rezoning and other actions, as needed, to achieve a certified element.
- Timing**        *June 2020 through June 2021 (13 months)*
- Core Tasks**
- a**    Work with jurisdiction staff to evaluate existing element and define update needs.
  - b**    Prepare jurisdiction-specific Housing Needs Analysis and Background text, drawing on countywide and local data.
  - c**    Prepare jurisdiction-specific Governmental and Non-Governmental Constraints Analysis sections in collaboration with jurisdiction staff.
  - d**    Develop jurisdiction-specific scope and schedule for completing the housing element update, including needed regulatory changes.
  - e**    Facilitate informal consultation with HCD on jurisdiction-specific issues.
  - f**    Provide tailored outreach materials regarding housing needs and opportunities.
- Products**
- ✓ Evaluation of existing housing element
  - ✓ Drafts of key sections: background, housing needs, governmental constraints and non-governmental constraints
  - ✓ Refined work plan and schedule for remainder of the housing element update
  - ✓ Tailored educational and outreach materials
- City Roles**
- ▶ Provide data relevant to the existing housing element, local housing conditions, and both governmental and non-governmental constraints using provided templates. Write some jurisdiction-specific context.
  - ▶ Edit material provided by 21 Elements.
  - ▶ Collaborate on developing and refining the work program and schedule to complete the update.
  - ▶ Participate in jurisdiction-specific consultations with HCD.
  - ▶ Review and provide feedback on draft work products.
  - ▶ Engage other jurisdictional staff and departments as needed to provide relevant data and reviews.
  - ▶ Schedule and lead local engagement activities with 21E support.

**City Time** 30 - 50 hours a month over the course of 13 months

## **FOUNDATIONS PACKAGE - Task Descriptions**

**3a Evaluate Existing Elements; Define Update Needs.** The 21 Elements team will provide a HCD-reviewed template, methodology and outline for jurisdictions to use in assessing their current housing element per State law requirements. The review will document the effectiveness of the element, including actual results or outcomes (quantified where possible, and qualitative where necessary), progress in implementation and any significant differences between what was projected or planned and what was actually received, and key lessons learned that can be applied during the update process to strengthen the element's effectiveness. The review will also highlight where updates are needed to bring each jurisdiction's element into compliance with recent State law changes. *Jurisdictions will be asked to provide an annotated copy of their current housing element along with responses to a tag-along comment sheet, and to provide copies of Annual Progress Reports and other documents relevant to the evaluation. Jurisdiction staff will also provide brief evaluation write-ups using the provided the template and methodology covering policies, programs, quantified objectives (where applicable), barriers to implementation and recommendations for the housing element update (carry forward as is, carry forward with specific modifications, or delete).* The 21 Elements team will provide the needed templates, technical assistance, and review/summary of results, and will compile an overview of jurisdiction "best practices" based on the compilation of evaluation results from across the participating jurisdictions.

**3b Analyze and Summarize Housing Needs, including Special Housing Needs and Projected Needs.** Building on the results of the Countywide Housing Needs Analysis, the 21 Elements team will summarize jurisdiction-specific data needed for the housing element update, including population, employment and housing characteristics; overpayment and overcrowding; extremely-low income housing needs; housing stock characteristics; assisted housing "at risk" of conversion; opportunities for energy conservation; persons with disabilities; elderly; large families and female-headed households; farmworkers; and families and persons in need of emergency shelter. An overview of the RHNA 6 housing need projections will also be provided, including explanatory narrative, along with template and methodology for counting units built, under construction and/or approved during the planning period. Summary tables and narratives will be provided for all of the listed topics, which can then be tailored to each jurisdiction's needs, working in partnership with jurisdiction staff. Key findings will also be summarized and with potential policy and program strategies identified. *Jurisdiction staff will be responsible for providing materials on housing construction and any locally generated data of significance as well as information on locally assisted housing, energy conservation and rehab programs, green building, and related programs covering housing needs. They will also need to provide their own housing conditions analysis, including quantification of substandard units, using sample survey instruments, templates and methodology provided by the 21 Elements team.*

**3c Analyze and Summarize Governmental and Non-Governmental Constraints.** The 21 Elements team will provide HCD-reviewed templates, methodologies and outlines to assess jurisdiction-specific governmental constraints on housing production and related impacts on housing costs. This analysis is intended to provide a periodic reexamination of local ordinances, policies, standards and practices that may, under current conditions, constitute a barrier to the maintenance, improvement or development of housing for all income levels. In particular, governmental constraints that may exclude housing affordable to low- and moderate-income households may constitute a violation of State and federal fair housing laws, and will need to be addressed through the update, to be replaced with policies, standards and practices that affirmatively further fair housing. Worksheets and questionnaires will be provided to facilitate jurisdiction review and input, covering issues relevant to the site inventory, including but not limited to development standards and land use controls, special housing types (second units, manufactured homes, etc.), local processing and permitting procedures, affordable housing incentives, design review and historic preservation, codes and enforcement, and more. An analysis of non-governmental constraints on housing production will also be completed, including the cost of land, construction costs, availability of financing, and issues such as short-term rentals. *Jurisdiction staff will be responsible for compiling information on the covered governmental constraints topics using the templates, worksheets and methodology provided; and for reviewing and providing feedback on comparative tables to ensure accuracy in summarizing jurisdiction-specific standards. Staff will also work closely with the 21 Elements team to develop jurisdiction-specific conclusions regarding the constraints analysis and priority policies or programs for inclusion in the updated housing element to address key issues and ensure a pro-housing regulatory environment.*

**3d Refine Housing Element Work Plan and Schedule (as needed).** The 21 Elements team will partner with jurisdiction staff to review key issues from the sites analysis, housing needs analysis and constraints analysis to define the work effort needed to address the identified issues and achieve a certified element, including confirmation of any rezoning, changes to development standards or other implementing actions that may need to be undertaken in conjunction with the update. A process graphic and schedule will be produced to illustrate the needed steps and coordination across tasks, including community engagement, to meet the overall element schedule and State deadline. *Jurisdiction staff will need to participate in the review and confirmation of update needs and work program refinement.*

**3e Facilitate HCD Consultations.** Building off the previous work with HCD, the 21 Elements team will engage HCD staff during this phase of work, as initial analyses are being completed and sections of the updated elements are being developed. The approach is intended to help ensure “no surprises,” making sure that HCD staff are familiar with and supportive of the analyses and draft work products, addressing issues as they arise to ensure that they will meet expectations when submitted for eventual certification. *Jurisdiction staff will be expected to participate in direct conversations with HCD staff, facilitated by the 21 Elements team, on an as-needed basis.*

**3f Provide Tailored Outreach Materials.** Building off the work shared outreach material referenced above (1c), the 21 Elements team will develop tailored jurisdiction-specific outreach and education materials to present summaries of each city’s housing needs and opportunities, commitment to a pro-housing agenda, and specific action alternatives and priorities for the update. Materials will include both web- and print-format fact sheets and FAQs as well as a tailored PowerPoint presentation for use by staff and partners. *Jurisdiction staff will be expected to review and provide feedback on draft materials, and oversee distribution (including any print production).*

## 4. FULL Package – Housing Element Development, Review and Approval

<b>Overview</b>	Develop the complete housing element draft; provide support for needed regulatory changes to support the updated element as well as continued public engagement; and help facilitate timely review by HCD in order to achieve final adoption by January 2023.
<b>Timing</b>	<i>July 2021 through January 2023 (19 months)</i>
<b>Core Tasks</b>	<ul style="list-style-type: none"><li><b>a</b> Develop the site inventory summary, and assist with Housing Element goals, policies, programs and quantified objectives to respond to local housing needs and meet state requirements.</li><li><b>b</b> Present at a community workshop, Planning Commission session and City Council meeting on local housing needs, key opportunities, and proposed policy strategies (assumes 60 hours of outreach support).</li><li><b>c</b> Assist with rezoning, General Plan and other land use changes (assumes 60 hours of support; can be reallocated to other tasks if not needed).</li><li><b>d</b> Work with staff to prepare Draft and Final Housing Elements and attend public hearings.</li><li><b>e</b> Continue to facilitate consultation and review with HCD.</li><li><b>f</b> Provide support on special issues analyses and CEQA documentation.</li></ul>
<b>Products</b>	<ul style="list-style-type: none"><li>✓ Draft Housing Element goals, policies, programs and quantified objectives</li><li>✓ Presentation on local housing needs, opportunities and proposed policy strategies</li><li>✓ Draft and Final Housing Elements</li></ul>
<b>City Roles</b>	<ul style="list-style-type: none"><li>▶ Collaborate in development of the housing element goals, policies, programs and quantified objectives. This includes writing and/or editing sections.</li><li>▶ Continue to schedule and lead local engagement activities with 21E support.</li><li>▶ Lead rezoning efforts and other regulatory changes (ordinance revisions, etc.) with 21E support.</li><li>▶ Participate in jurisdiction-specific consultations with HCD.</li><li>▶ Collaborate on special issues analyses and CEQA documentation, as needed.</li><li>▶ Review and provide feedback on draft and final work products.</li><li>▶ Engage other staff and departments to provide relevant data and reviews.</li><li>▶ Organize and attend public hearings.</li></ul>

**City Time** 60+ hours a month over the course of 19 months



## FULL PACKAGE - Task Descriptions

- 4a Assist with Site Inventory Write-up; Develop Goals, Policies, Programs and Quantified Objectives.** The 21 Elements team will partner with jurisdiction staff to summarize and present their site inventory, using the HCD-provided tool. The team will also assist in staff in identifying and developing the goals, policies, programs and quantified objectives of the housing element, drawing upon and responding to the results of the previous analyses to ensure a comprehensive pro-housing approach that facilitates the creation of new units consistent with established RHNA targets and affirmatively furthers fair housing. *Jurisdiction staff will be responsible for working in partnership to enter the site inventory data and summarize the data in table and narrative format using provided templates; and assist in prioritizing and developing the draft element's goals, policies, programs and quantified objectives.*
- 4b Present at Community Workshop, Planning Commission and City Council.** The 21 Elements team will work with jurisdiction staff to develop a presentation that summarizes the draft housing element's context, analysis and priority actions. 21 Elements will also participate in making the presentation at one community workshop, one planning commission meeting and one City Council session and support staff in responding to questions. The presentation will also be accompanied by presentation notes to support use by staff and partners in other settings. *Jurisdiction staff will be responsible for reviewing draft and final presentation materials; participating in the three core presentations; and helping with distribution of the presentation to others or making the presentation to other audiences, as needed.*
- 4c Assist with Rezoning, General Plan and Other Land Use Changes.** The 21 Elements team will support jurisdiction staff in evaluating and prioritizing implementation work tasks for enacting needed changes to zoning, development standards and/or other changes needed to ensure certification of the housing element and accomplishment of its goals and objectives. This task will also include identification of other general plan policies that may need to be modified to ensure consistency with the updated housing element. The budget for this task does not provide the necessary support to undertake rezoning work or to rewrite standards (and related environmental analyses), but is intended to provide needed support for decision making, scoping and development of the implementation work program. *Jurisdiction staff will be responsible for taking the lead on implementation task planning, decision making and action, supported by the 21 Elements team.*
- 4d Assist in Preparation of Draft and Final Elements; Attend Public Hearings.** The 21 Elements team will work with jurisdiction staff to compile the complete Draft Housing Element for public review and submittal to HCD. The formatted document will be made available as a web-based pdf as well as in hard copy to facilitate community review and input. Staff from 21 Elements will also be available to attend up to two public hearings on the draft element to provide an overview of the document and help answer questions. *Jurisdiction staff will help develop the draft element and provide review and feedback on portions developed by the 21*

*Elements team. Staff will take the lead on public hearings related to review and input on the draft document, supported by 21 Elements as described above.*

**4d Facilitate HCD Consultations.** Building off the work of Task 3e, the 21 Elements team will engage HCD staff during the final phase of the update, including but not limited to supporting staff in making the official submittal for review and certification by HCD and participating in review phone calls, as needed. As in 3e, the approach is intended to help ensure “no surprises” and to facilitate HCD staff’s familiarity with the key issues being addressed as well as the policy strategies being pursued prior to submittal to ensure they will meet the bar for certification. *Jurisdiction staff will be expected to participate in direct conversations with HCD staff, facilitated by the 21 Elements team; make the formal submittal to HCD; participate in review discussions; and be responsive to information requests as needed.*

**4e Provide Support on Special Issues and CEQA Documentation.** The 21 Elements team will support jurisdiction staff in addressing other issues of special concern that may arise, contributing to staff reports and other meeting materials as needed, and determining the necessary CEQA documentation for the final draft housing element. The budget for this task does not include the time needed to develop the actual CEQA documentation, but will likely rely substantially on CEQA analysis and documentation developed in relation to task 4c. *Jurisdiction staff will take the lead on these task areas, with support from the 21 Elements team.*

## 5. DISTRIBUTION OF PAYMENT - Summary Budget

The budget for each service package, tiered by city size, is summarized below.

	<i>Small City</i>	<i>Mid-Size City</i>	<i>Large City</i>
<b>Base Package</b>	\$ 2,500	\$ 2,500	\$ 2,500
<b>Getting Started Package</b>	\$ 9,000	\$ 13,000	\$ 19,000
<b>Foundations Package</b>	\$ 7,000	\$ 9,000	\$ 10,000
<b>Full Package</b>	\$ 30,000	\$ 30,000	\$ 30,000
<b>“All In”</b>	\$ 48,500	\$ 54,500	\$ 61,500

The table below indicates which cities are in each tier:

<b>Small Cities</b>	<b>Mid-Size Cities</b>	<b>Large Cities</b>
Atherton	Belmont	Daly City
Brisbane	Burlingame	Redwood City
Colma	East Palo Alto	San Mateo City
Hillsborough	Foster City	South San Francisco
Portola Valley	Half Moon Bay	
Woodside	Menlo Park	
	Millbrae	
	Pacifica	
	San Bruno	
	San Carlos	
	San Mateo County	

The table below indicates the packages selected by participating cities:

<i>Jurisdiction</i>	<i>Size</i>	<i>Base</i>	<i>Get Started</i>	<i>Foundations</i>	<i>Full</i>	<i>Cost</i>
<b>Atherton</b>	Small	Yes	Yes	Yes	Yes	\$48,500
<b>Belmont</b>	Mid	Yes	No	Yes	No	\$11,500
<b>Brisbane</b>	Small	Yes	Yes	Yes	Yes	\$48,500
<b>Burlingame</b>	Mid	Yes	Yes	No	No	\$15,500
<b>Colma</b>	Small	Yes	Yes	Yes	No	\$18,500
<b>Daly City</b>	Large	Yes	Yes	Yes	Yes	\$61,500
<b>East Palo Alto</b>	Mid	Yes	Yes	Yes	Yes	\$54,500
<b>Foster City</b>	Mid	Yes	Yes	Yes	Yes	\$54,500
<b>Half Moon Bay</b>	Mid	Yes	Yes	Yes	Yes	\$54,500
<b>Hillsborough</b>	Small	Yes	Yes	No	No	\$11,500

<b>Menlo Park</b>	Mid	Yes	Yes	Yes	Yes	\$54,500
<b>Millbrae</b>	Mid	Yes	Yes	Yes	Yes	\$54,500
<b>Pacifica</b>	Mid	Yes	Yes	Yes	Yes	\$54,500
<b>Portola Valley</b>	Small	Yes	Yes	Yes	Yes	\$48,500
<b>Redwood City</b>	Large	Yes	Yes	No	No	\$21,500
<b>San Bruno</b>	Mid	Yes	Yes	Yes	Yes	\$54,500
<b>San Carlos</b>	Mid	Yes	No	No	No	\$2,500
<b>San Mateo City</b>	Large	Yes	No	Yes	No	\$12,500
<b>San Mateo County</b>	County	Yes	Yes	No	No	\$15,500
<b>South San Francisco</b>	Large	Yes	Yes	Yes	Yes	\$61,500
<b>Woodside</b>	Small	Yes	Yes	No	No	\$11,500

Exhibit B  
Disbursement and Rates

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the terms as set forth in this Exhibit B.

**Amount and Method of Payment**

In no event shall County reimburse Contractor for any payments exceeding the total amount stated in Paragraph 3 "Payment" of this Agreement.

Funding shall be used by County to reimburse Contractor for performing program service activities and program delivery costs enumerated in Exhibit A. None of the funding shall be used to support Contractor's general administration costs.

County will reimburse Contractor for actual costs incurred for services rendered/incurred, provided Contractor provides DOH with documentation and assurances described below that the costs were appropriate to the request for reimbursement and consistent with the budget described in Exhibit A of the Collaboration Agreement.

Specifically, with respect to services for "Small Cities," as identified in the Collaboration Agreement, Contractor shall charge \$2,500 for Base Package Services; \$9,000 for Getting Started Package Services; \$7,000 for Foundations Package Services; and \$30,000 for Full Package Services.

With respect to services for Mid-Size Cities, as identified in the Collaboration Agreement, Contractor shall charge \$2,500 for Base Package Services; \$13,000 for Getting Started Package Services; \$9,000 for Foundations Package Services; and \$30,000 for Full Package Services.

With respect to services for Large Cities, as identified in the Collaboration Agreement, Contractor shall charge \$2,500 for Base Package Services; \$19,000 for Getting Started Package Services; \$10,000 for Foundations Package Services; and \$30,000 for Full Package Services.

With respect to services related to the County unincorporated area, Contractor shall charge \$2,500 for Base Package Services; \$19,000 for Getting Started Package Services; and \$3,000 for Foundations Package Services.

Contractor may invoice the County for services provided pursuant to this Agreement at reasonable intervals as determined by the County, as such services are performed.

Contractor will supply invoices in a format necessary to meet requirements set forth in S.B. 2, Chapter 364, Part 2 of Division 31 of the Health and Safety Code (Ca. 2017).

All back-up invoice documentation should be submitted electronically via email. DOH reserves the right to request hard copies of invoice documentation or a summary of documentation plus scanned/emailed support materials as a condition of County review and approval. In all cases, Contractor shall make documentation records available for DOH review upon request.

Contractor's requests for reimbursement/payment must be from an authorized representative of Contractor. By submitting request for reimbursement/payment, Contractor certifies that the specific services for which reimbursement or payment is being requested have been satisfactorily completed, that the payments are proper and that all funds to be expended are exclusively for the activity or services described in Exhibit A. County reserves the right to verify such completion either prior to or after reimbursement/payment has been made to Contractor.

Questionable Reimbursement Request: In the event of a questionable payment request, County will state in writing the specific nature of its objections to Contractor's work. County will also specify what actions or changes are necessary to make the work acceptable. Contractor shall respond to County within 15 calendar days of receipt of such objections. The parties shall meet to discuss such objections at the request of either party. County will not be obligated to make a payment of any billing until any and all objections to the adequacy of the services rendered or the amount of the billing have been resolved.

**Attachment IP**  
Intellectual Property Rights

The County of San Mateo (“County”) and each city and town in the County receiving services from Contractor pursuant to this agreement including the Town of Atherton, City of Belmont, City of Brisbane, City of Burlingame, Town of Colma, City of Daly City, City of East Palo Alto, City of Foster City, City of Half Moon Bay, Town of Hillsborough, City of Menlo Park, City of Millbrae, City of Pacifica, Town of Portola Valley, City of Redwood City, City of San Bruno, City of San Carlos, City of San Mateo, City of South San Francisco, and Town of Woodside (collectively referred to with County as “Local Jurisdictions”) shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively “Vendors”) for that respective Local Jurisdiction under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the Local Jurisdiction(s) to which the Work Products belong.

1. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
2. Contractor shall not dispute or contest, directly or indirectly, a Local Jurisdiction’s exclusive right and title to the Work Products belonging to that Local Jurisdiction nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the Local Jurisdiction, shall assign to the Local Jurisdiction all titles, rights and interests in all Work Products belonging to that Local Jurisdiction. Contractor shall cooperate and cause subcontractors to cooperate in perfecting the Local Jurisdiction’s titles, rights or interests in any Work Product belonging to that Local Jurisdiction, including prompt execution of documents as presented by that Local Jurisdiction.
3. To the extent any of the Work Products of a Local Jurisdiction may be protected by U.S. Copyright laws, Parties agree that the particular Local Jurisdiction commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the that Local Jurisdiction and the copyright of which is vested in that Local Jurisdiction .
4. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by a Local Jurisdiction, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to that Local Jurisdiction all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the Local Jurisdiction requests cooperation of Contractor to perfect that Local Jurisdiction’s titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of that Local Jurisdiction in the Work Products with no additional charges to that Local Jurisdiction beyond that identified in this Agreement or subsequent change orders. The Local Jurisdiction, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.

5. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that each Local Jurisdiction's titles, rights, and interests in its respective Work Products are preserved and protected as intended herein.