

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MIG, Inc.**

This Agreement is entered into this 1st day of July, 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and MIG, Inc., 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, it is necessary and desirable that Contractor be retained for the purpose of managing all aspects of the creation and adoption, including environmental review, of new high-density residential zoning districts and associated General Plan Land Use designations to allow and require high-density residential development and/or primarily residential mixed use development in four unincorporated County areas, unincorporated Colma, Broadmoor, the Harbor Industrial Area, and the urban Midcoast, in order to implement the Rezoning Program in the County's 2023-2031 Housing Element and facilitate new residential development to meet the County's Regional Housing Needs Allocation (RHNA) for Housing Element Cycle 6.

**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

**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 five hundred seventy-eight thousand, five hundred and seven dollars (\$578,507). 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. Contractor is not entitled to payment for work not performed as required by this agreement.

#### **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2025 through June 30, 2027.

#### **5. Termination**

This Agreement may be terminated by Contractor or by the Director of Planning and Building 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, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

#### **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**

(1) In case of claims for bodily injury or property damage arising from Contractor's operations, 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 the negligence or willful misconduct of County and/or its officers, agents, employees, or servants.
- (E) The duty of Contractor to indemnify and save harmless pursuant to this Section 8.a.(1) shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

(2) In case of claims arising from or relating to the adequacy of Contractor's professional services, Contractor shall indemnify County and its officers, agents, employees, and servants from and against damages, liabilities, costs and expenses, including reimbursement of reasonable attorneys' fees (collectively, "Claims"), accruing or resulting to any persons, firms or other legal entities on account of damages or losses to property or persons, to the extent it is determined by a court of competent jurisdiction that such Claims were caused by Contractor's negligence in its performance of any work or services required under this Agreement or its willful misconduct.

Following any such determination of its liability, Contractor shall reimburse County for its attorneys' fees and costs directly attributable to County's defense of a suit or other legal proceedings alleging Contractor's negligence or willful misconduct. The amount of damages to be paid and legal fees to be reimbursed shall be in proportion to the finally determined percentage of liability based upon the comparative fault of Contractor.

- (3) For purposes of this Section 8, the term "agents and servants" shall not include the County's other consultants providing services for the County.
- (4) Indemnitees must act reasonably to mitigate their damages.

b. **Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides

under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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:

(a) Comprehensive General Liability.....\$1,000,000

(b) Motor Vehicle Liability Insurance.....\$1,000,000

(c) Professional Liability.....\$1,000,000

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, regulations, and executive orders, 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, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. 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, regulation, or executive order, the requirements of the applicable law, regulation, or executive order 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**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**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 certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

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

Contractor shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person 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 of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

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 Executive Officer, 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 Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer 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.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**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 unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value 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 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: Will Gibson, Planner III  
Address: 455 County Center, Redwood City CA 94063  
Telephone: (628) 222-30821  
  
Email: wgibson@smcgov.org

In the case of Contractor, to:

Name/Title: Dana Ayers  
Address: 800 Hearst Avenue, Berkeley CA 97410  
Telephone: (510) 845-7549 Ext: 1550  
  
Email: dayers@migcom.com

**18. Electronic Signature**

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. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

**20. Reimbursable Travel Expenses**

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- e. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level

size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.

- f. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- g. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **MIG, Inc**

David S. Garcia 6.9.25 MIG, Inc.  
Contractor Signature Date Contractor Name (please print)

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COUNTY OF SAN MATEO

By: David J. Conepa Resolution No. 081326  
President, Board of Supervisors, San Mateo County

Date: June 24, 2025

ATTEST:

By: Phil Collopy  
Clerk of Said Board

## **Exhibit A**

In consideration of the payments set forth in Exhibit B, Contractor (also referred to in this Exhibit A as "MIG") shall provide the following services:

### **Understanding and Approach**

This scope of services (scope) set forth below and to be delivered by Contractor will support San Mateo County (County) in creating and adopting new zoning regulations and land use designations that allow and require high-density residential development and/or primarily residential mixed-use development in four unincorporated areas within the County. These zoning regulations and General Plan amendments will implement sixth cycle Housing Element policies and programs.

### **Implementing Housing Policy through Land Use and Zoning Amendments**

New high-density residential zoning districts and associated General Plan Land Use designations will primarily implement Goal 2 (Support New Housing for Extremely Low to Moderate-Income Households), Policy HE 11 (Amend Zoning and General Plan Land Use Designations to Meet Future Housing Needs), and Program 11.2 (Rezoning Program) of the adopted San Mateo County Housing Element, as the Element was most recently revised and resubmitted to the Department of Housing and Community Development (HCD) on February 5, 2025. The zoning and land use designation amendments will fulfill the commitments of Rezoning Program 11.2 and provide additional capacity for the County to achieve its regional allocation for lower- and moderate-income housing units, by:

- establishing a density range of 70 to 120 units per acre, setting an absolute minimum density of 30 units per acre;
- providing greater flexibility in residential site planning standards while enhancing existing regulations with objective design standards; and
- facilitating a process for staff-level approval of multifamily residential development requests.

Achieving the list of objectives identified in Rezoning Program 11.2 of the Housing Element will also demonstrate the County's commitments to achieve other goals and policies in its Housing Element, including Policy HE 2 (Preserve and Enhance Neighborhood Character) and Policy 14 (Encourage Residential Uses in Commercial and other Non-Residential Zones). Additionally, the amendments will help the County comply with California statutes mandating streamlined review of certain qualified multifamily residential and mixed-use proposals, such as Government Code section 65589.5 (Housing Crisis Act of 2019), Government Code section 65852.24 (Middle Class Housing Act of 2022), Government Code section 65912.100 *et seq.* (Affordable Housing and High Road Jobs Act of 2022), and, for the Midcoast Community, Government Code 65913.4, which as of January 1, 2025, extends the multifamily residential streamlined entitlement process to lands located within coastal zones.

The County intends the code and land use amendments and their related objective design standards to establish a streamlined review process for multi-family and mixed-use developments, with particular emphasis in four unincorporated project locations: Broadmoor near incorporated Daly City; Harbor/Industrial near incorporated Belmont, San Carlos and Redwood City; unincorporated sites near Colma; and El Granada, a coastal community north of incorporated Half Moon Bay. These four unincorporated project areas will also be analyzed to identify General Plan amendments, Colma BART Station Area Plan amendments, and related zoning code amendments necessary to achieve the residential development and densities envisioned in Rezoning Program 11.2.

Streamlined permit review would reduce both the time and iterative project revisions that would normally occur through the discretionary process. As such, hearing from stakeholders and decision-makers will be critical to defining the County's design expectations and related directly to how those expectations will be codified. The engagement processes used for the adopted Housing Element can form the foundation of engagement for the Rezoning Program. This scope of services recognizes the importance of stakeholder input and is also mindful of the County's desire for an efficient engagement process that is already familiar to many housing-interested parties.

### **Assessing the Environmental Impacts of the Project**

Pursuant to the California Environmental Quality Act (CEQA, Public Resources Code Section 21000 *et seq.*), this scope includes analysis of the environmental effects of implementing Rezoning Program 11.2. The scope of the environmental documentation will cover the maximum buildout allowed by the proposed Rezoning Program and related General Plan amendments. Based on review of the proposed project, due to potentially significant impacts related to air pollution and greenhouse gas emissions, Vehicle Miles Traveled (VMT), and noise, a programmatic environmental impact report (EIR) will provide the most appropriate environmental clearance for the Project. Specific development projects would be addressed under subsequent CEQA review, tiering off the programmatic EIR as appropriate.

The County Planning and Building Department will be the Lead Agency for the CEQA process. The Program EIR will be prepared consistent with CEQA Guidelines and will clearly articulate key CEQA components including baseline conditions, Project objectives, Thresholds of Significance, clear impact statements for each potential environmental impact, and mitigation measures that are implementable and have a clear ability to minimize or eliminate the identified impact. The alternatives analysis will be based on identified Project impacts, relevant case law, and the ability to meet the Project objectives as listed in the Project Description.

The project team includes one subconsultant, W-Trans, who will provide analysis for the EIR. W-Trans will provide transportation and traffic analysis and will author the EIR Transportation chapter. The scope of the Transportation Impact Analysis (TIA) is described in detail in this scope of services. MIG's in-house technical staff will provide technical expertise for preparation of the biology, cultural/tribal cultural resources, air quality/greenhouse gas, energy, and noise chapters of the program EIR. This analysis is detailed below.

### **Capturing Time and Cost Efficiencies**

MIG's scope, described in the following paragraphs, establishes a timeline that captures opportunities for parallel workflows, early involvement with outside agencies to clarify their and the County's expectations of review timelines, regular communication throughout the project schedule, and use of the County's existing meeting and digital platforms for more efficient engagement with the public and decision-makers. The scope includes:

- **Early engagement with agency staffs** of the California Coastal Commission and cities of Belmont, Colma, Daly City, Redwood City, and San Carlos, within 30 days of commencement of work, to obtain early input and explain the overall project scope and enumerate the project schedule, including opportunities for them to comment on draft documents.
- **Efficient public engagement**, using engagement structures already available in the County and familiar to nonprofit organizations and individual participants in the Housing Element update process. The scope of services includes preparation of social media announcements; preparation of materials for posting to the County Housing Element website, including summaries of amendments, draft land use and zoning maps, and building massing imagery to explain the project visually and in generally approachable language; and presentations to County advisory bodies at key points in the project timeline, to educate and inform and also to obtain feedback from residents and owners of property within the four project areas.

- **Appropriate staffing for environmental impact analysis.** The scope incorporates project management strategies, including assigning appropriate staff, careful scoping, engagement of senior project management throughout the Project, and consistent quality control, allow fulfillment of project goals and contract requirements. The strategy starts with assigning the right personnel to the Project team. Multiple very experienced senior CEQA analysts will be assigned to this Project to provide a depth of seasoned staff to work on the CEQA document.
- **Expedited EIR Schedule.** To expedite the EIR schedule to the greatest extent possible, an Initial Study will not be prepared as part of the Notice of Preparation, and work will begin immediately on a comprehensive EIR for the proposed Project. This will confirm that no potential environmental issues are precluded from the EIR, and will save time preparing an Initial Study for the Notice of Preparation.
- **Parallel process of code amendments with environmental impact analysis,** developing a draft foundational project description early in project timeline, following initial engagement with advisory bodies.

## Scope of Services

### TASK 1: PROJECT KICKOFF, COORDINATION, AND MANAGEMENT & COMMUNICATION

This task covers ongoing communication and coordination between MIG and County staff, including meetings, video/phone conferences, and other communications, and overall contract administration to facilitate timely delivery and adoption of the regulatory and policy amendments and related environmental impact analysis. The task also includes documentation and billing for the project.

Although not anticipated, if the MIG project manager changes during the project, MIG will provide a thorough briefing and update, limiting any additional time required by the County to reinstate the project to one hour.

MIG will coordinate with County staff throughout the project and will provide regular communication on project status, schedule updates, project budget, potential issues/challenges, and other items of interest or concern, as described below.

#### Task 1.1: Kickoff Meeting and Visits to Project Areas

The first of the twice-monthly project meetings will be the project kickoff, to be scheduled two weeks following contract execution. The kickoff meeting will focus on initiating the project; introducing key project staff; confirming the project approach; identifying issues, challenges, opportunities, and desired outcomes; refining the project schedule, if needed; establishing roles; and determining communication procedures. County staff and the MIG Team will also select a standing meeting time for future progress meetings.

MIG will review key city, County, and State agency documents ahead of the meeting, and will prepare the meeting agenda, a list of data and information requests of County staff, and a preliminary schedule of deliverables. The meeting will be an opportunity for County staff and the MIG Team to confirm necessary review times for administrative drafts and to further refine the schedule of work. Communication protocols will also be confirmed at this meeting, including whether phone or email is preferred, and County staff's expected role in communication with outside agency staff of the Coastal Commission and incorporated jurisdictions.

The kickoff meeting will also be the first opportunity for County staff and the MIG Team to confirm mutual understanding of the objectives of the project, setting the foundation for future work toward the project's completion. Topics to be discussed at this meeting will include confirmation of desired

densities per project area; clarification about desired entitlement procedures, particularly for sites located in the coastal zone; identification of existing design guidelines that could be translated into objective design standards; the extent to which objective design standards created in this process should address aesthetic considerations, such as building articulation; and expectations for community engagement.

The kickoff meeting will be scheduled for two hours and will be held in person at County offices unless County staff requests a virtual or hybrid meeting format. Following the kickoff meeting, the MIG Team will make in-person visits to each project area to better understand each project area's existing conditions and surrounding development context. County staff is invited to join the MIG Team to share any additional insights about the project locations while on-site.

Following the kickoff meeting, MIG will prepare a meeting summary memorandum outlining critical decisions and processes and describing key takeaways from the sites tour.

### **Task 1.2: Project Team Meetings and Phone Calls**

Following the initial project kickoff meeting, the MIG Team will facilitate twice-monthly, up to one-hour long, virtual meetings between County staff and the MIG Team to track progress and results. The twice-monthly meetings will provide an opportunity for County staff and the MIG Team to ask questions of each other and map out upcoming workloads, confirming or adjusting delivery dates of work products scheduled to be completed within two to four weeks of the meeting date. For each meeting, MIG will prepare the meeting agenda, a progress report of completed deliverables, and a schedule of future deliverables.

The regular project team meetings will start within two weeks of the project kick-off meeting and continue until up to one month following adoption of the County Code amendments, for a total of 32 meetings for the projected 16-month duration of project work. Weekly 30- minute coordination calls may be periodically substituted for biweekly meetings directly preceding dates of key deliverables and engagement activities. Additional budget will be required if additional meetings occur. Two MIG staff members will attend all progress meetings, with up to two additional MIG team members joining meetings at key milestones in the project development, such as project kickoff and CEQA process commencement meetings (see subtasks 8.1.1 and 8.6.1).

### **Task 1.3: Project Management and Closeout**

The purpose of this task is to deliver project management that meets County expectations and keeps the program moving forward, including contract administration, invoicing, meeting scheduling, and the timely delivery of products. MIG will prepare monthly invoices for County staff review and approval. Adjustments to the overall project schedule or requests for reallocation of costs between tasks will occur as part of this monthly invoice review process and in consultation with County staff. MIG will prepare a final close-out memo following Coastal Commission action.

Project management assumes a 16-month project duration. Additional budget will be requested for project management if the project duration extends more than three months beyond the anticipated 16-month term.

#### Task 1 Deliverables:

- Kickoff meeting agenda (PDF, electronic)
- Kickoff meeting and tour summary (PDF, electronic)
- Biweekly meeting agendas, progress summary and schedule of deliverables (PDF, electronic)



- Monthly invoices (PDF, electronic)
- Close-out memo (PDF, electronic)

## **TASK 2: INITIAL RESEARCH**

This task involves reviewing relevant city, County, and State-agency documents related to housing development and streamlined entitlement processes in the four project areas.

### **Task 2.1: Research of Background Policy and Regulatory Documents**

In preparation for the kickoff meeting (Task 1.1), the MIG Team will review relevant documents accessible on the County website, with particular emphasis on review of the San Mateo County General Plan (1986), Local Coastal Program (2021), Zoning Regulations (2023), the most recent revisions to the adopted Housing Element (February 5, 2025), and the unincorporated Colma BART Station Area Plan (1994). The MIG Team will also review relevant policies of the incorporated cities of Belmont, Colma, Daly City, Redwood City, and San Carlos, to which three of the project areas have adjoining boundaries, and will identify any potential areas of consideration with respect to adopted land use or urban design policies of those jurisdictions.

In addition to reviewing local policies and land use programs, MIG will review the California Coastal Commission's November 12, 2024, guidance memorandum for implementation of the streamlined ministerial approval process in Government Code section 65913.4 for the El Granada area, technical memoranda from HCD on streamlined permitting and the Housing Accountability Act (Government Code section 65589.5), and other pertinent State-level legislation.

County staff will provide GIS shapefiles of land use and zoning maps, as well as any design guidelines documents or amendments to County policy and regulatory documents that have not yet been posted online. To help inform understanding of preferred design approaches in the four project areas, County staff will provide the MIG Team with digital or paper copies of site and architectural plans for developments, if any, that have been entitled within the past five years within each project area.

As part of this task, the MIG Team will identify local standards and regulations that may conflict with statutes requiring streamlined entitlement for qualifying multifamily residential developments.

### **Task 2.2: Research Summary**

MIG will summarize key findings, including constraints and opportunities discovered during investigation under Task 2.1, in a memorandum to County staff. The memorandum will also summarize the mutual understanding of project objectives to be discussed at the kickoff meeting in Task 1.1; will document observations during the field surveys conducted on the day of the kickoff meeting; and will outline MIG's initial findings with regard to regulatory and policy amendments necessary to achieve the goal of streamlined permitting for multifamily housing in the four project areas.

County staff will provide one round of consolidated review edits for this deliverable.

#### Task 2 Deliverable:

- Draft Research summary memo (Word, electronic)
- Research summary memo (Word and PDF, electronic)

### **TASK 3: ENGAGEMENT WITH INTERESTED PARTIES**

This task involves engaging with interested parties to afford housing-interested parties opportunities for input and to initiate communication with neighboring cities and Coastal Commission staff.

Available County digital platforms, and meetings of existing County advisory bodies, will be used to inform the public and decision-makers about the project. Under County staff direction, the MIG Team will engage early in the project with owners of properties subject to the rezoning, as well as staffs of both the incorporated cities and the California Coastal Commission, to explain the project objectives, clarify expectations about their involvement in the project, and to allow their input to be heard and respected throughout the amendment process.

The County staff will initiate outreach to tribal representatives and that County staff will conduct requested consultation pursuant to Government Code Section 65352.3 (Senate Bill 18 [2004]) and Public Resources Code Section 21080.3.1(d) (Assembly Bill 52 [2014]).

#### **Task 3.1: Engaging Governmental Agencies**

At the discretion of County staff, the MIG Team will either initiate or support County staff efforts to initiate communication with staffs of the California Coastal Commission and those of the incorporated cities of Belmont, Colma, Daly City, Redwood City, and San Carlos, whose municipal boundaries adjoin one of the four rezoning project areas. To introduce the consultant team and allow for a common understanding of the scope of the project and the extent of their involvement, County staff will initiate contact with staffs of these agencies within the first 30 days of contract execution, and County staff will schedule virtual meetings individually with each agency, County staff, and the MIG Team as soon as practical. At these meetings, County staff and the MIG Team will outline the project objectives and approximate timeline for adoption of the proposed amendments.

In addition to the introductory meetings with each agency, County staff and the MIG Team will provide Coastal Commission and municipal agency staff an opportunity to review and provide comment on draft amendments that will be presented to the Planning Commission. This agency review period should be scheduled at least two weeks ahead of the second round of Planning Commission and Midcoast Community Council meetings (see Task 3.2). During the initial project introduction meetings, agency staff will be advised of this opportunity for their comments and of their option to provide comments in writing and/or in a subsequent meeting with County staff and the MIG Team.

#### **Task 3.2: Engaging County Advisory Bodies**

To facilitate timely completion of the Rezoning Program, this scope includes two rounds of meetings with the San Mateo County Planning Commission and Midcoast Community Council.

The first round of study sessions with both bodies will be held to introduce the project concept, explain the legislative and policy foundations for streamlined entitlement for multifamily residential development in the four project areas, and outline the project process including the environmental impact analysis and opportunities for community input. These meetings will be an opportunity for Commissioners, Councilmembers, residents, property owners, and other interested parties to ask questions about the project and share any initial concerns. This first round of meetings with both bodies will be scheduled within 60 days of notice to proceed.

Subsequently, a second round of meetings with both bodies will be held to present the first public drafts of the zoning and General Plan amendments. For efficiency, the Planning Commission meeting in this second round of meetings will also serve as a scoping session for the project Program EIR. These meetings will not be public hearings requiring notice pursuant to Government Code section 65353 or 65854; however, notice of the meetings should be provided to responsible,

trustee, and affected agencies, and by direct mailing to owners of affected properties within and near the four project areas in accordance with Public Resources Code section 21092 (see Task 8.2). Announcements of the meetings should also be provided on digital platforms (see Task 3.3). This second round of meetings with the Planning Commission and Midcoast Community Council will be another opportunity for Commissioners, Councilmembers, residents, property owners, and other interested parties to ask questions about the project and provide comments on the proposed amendments. This second round of meetings with both bodies will be scheduled within 90 days of notice to proceed.

MIG will prepare slide decks for each body's meeting. This scope assumes one round of County staff review of the slide decks, with all County staff comments consolidated and internal staff comments resolved prior to each respective meeting.

Up to two MIG Team members will attend each meeting in person if both meetings occur on the same day, and any additional MIG Team members will attend the meeting virtually. If the Planning Commission and Midcoast Community Council meetings occur on different dates, all MIG Team members will attend the meetings virtually for cost efficiency.

In addition to digital promotion of these meetings (see Task 3.3), County staff and the MIG Team will directly mail notices of these information sessions to owners of affected properties within and adjacent to the four project areas. MIG will prepare the meeting announcements using County-provided templates; County staff will be responsible for meeting logistics and mailing and website posting of announcements/notices of the meetings.

### **Task 3.3: Digital Outreach**

At least three weeks prior to each public meeting of a County decision-making or advisory body, MIG will prepare draft social media announcements that County staff can post to San Mateo County social media pages. Social media postings will briefly describe the project, direct interested parties to appropriate County personnel for comments or questions and include links to the San Mateo County Housing Element Update and/or Planning & Building Department website. While the project is in its early stages, and prior to the first round of meetings with County advisory bodies (see Task 3.2), website postings will be more generalized, consisting of summaries of the Rezoning Program and maps of the four project areas. Later in the process, prior to the second round of advisory body study sessions/NOP scoping meetings, posted information will be more precise, with draft code, Specific Plan, and General Plan text and diagrams and three-dimensional imagery used to define the project.

#### Task 3 Deliverables:

- Summary of Coastal Commission discussions (Word, electronic, x2)
- Summaries of meetings with Municipal Agency staff (PDF, electronic, x2)
- Project Overview slide decks for Planning Commission and Midcoast Community Council (PowerPoint, electronic) x2
- Draft Project Description for County website (Word, electronic)
- Social media announcements (Word, electronic; x4)
- Public review summaries of Rezoning Program Elements, Land Use and Zoning Maps, and Simulated Imagery of Building Massing for posting to County website (Word, PDF [images and maps], electronic)
- Notice of Preparation of an EIR (Word and PDF; see Task 7)

## **TASK 4: PREPARE AMENDMENT DOCUMENTS**

The purpose of this task is to prepare a draft project narrative; the draft amendments to the San Mateo County General Plan and Zoning Regulations and Colma BART Station Area Plan; zoning map and land use map changes; and related objective design standards for public hearings. County staff will conduct up to two rounds of review of the administrative draft code, General Plan, Station Area Plan, and mapping amendments and draft objective design standards. For each round, County staff will provide all comments to the MIG Team using the track changes function in Microsoft Word, with all comments consolidated and resolved into a single document.

### **Task 4.1: Project Narrative**

Within two weeks after the first round of meetings of the County advisory bodies (see Task 3.2), the MIG Team will prepare a draft project narrative for County staff review. The project narrative will inform the project description for the Program EIR (see Task 8.3). The project narrative will summarize the new land use designations and new or amended zoning districts, describe desired densities and maximum development potential for the four project areas, list the code sections to be amended, and preliminarily describe objective development standards. The proposed land use designations and zoning districts enumerated in the project narrative will also inform draft zoning and land use maps for the project, as well as preliminary massing imagery for each project area.

This scope includes one round of County staff review of the draft project narrative and land use and zoning maps.

### **Task 4.2: Administrative Draft Amendments**

MIG will draft language to make the necessary updates to the San Mateo County General Plan and Zoning Regulations and Colma BART Station Area Plan. The draft code language will be formatted consistent with the County Code and will be focused on development permit findings, expanded objective design standards, and revisions to allowable land uses as necessary to be consistent with applicable statutes (e.g., Government Code Sections 65912.100 – 65912.114 and 65913.4) mandating a ministerial review process for qualifying multifamily residential developments in residential and mixed-use zoning districts. The code amendments will address multi-family zones and, for the El Granada area, applicable Local Coastal Land Use Plan designations and California Coastal Act requirements. Draft amendment text will include all sections requiring update, repeal, or replacement. The draft General Plan and Station Area Plan amendment language will be formatted consistent with the adopted General Plan or Station Area Plan, respectively, and will include new or amended land use designations, including overall purpose, allowed development intensity, and allowed land uses.

MIG will prepare an administrative draft of the General Plan, Station Area Plan, and zoning regulations amendments and related maps for County staff review. County staff will have opportunity to review up to two rounds of administrative draft documents.

### **Task 4.3: Public Draft Code Amendments**

MIG will prepare the second draft (Public Draft) General Plan, Station Area Plan, and zoning amendments for public hearings before the Midcoast Community Council for consideration, before the Planning Commission for recommendation, and lastly, before the Board of Supervisors.

#### Task 4 Deliverables:

- Draft and Final Project Narrative for EIR (Word, electronic)
- Draft and Final Preliminary Zoning and Land Use Maps (PDF, electronic)
- Administrative Draft Land Use and Zoning Code Amendments (Word and PDF,

- electronic)
- Public Draft Land Use and Zoning Code Amendments (Word and PDF, electronic)

## **TASK 5: PUBLIC HEARINGS**

### **Task 5.1: Midcoast Community Council Meeting**

Two MIG staff members will attend one virtual Midcoast Community Council meeting to present the Final EIR and the zoning and land use amendments, with focus on the El Granada project area, for a recommendation to the Planning Commission. MIG will prepare a slide deck for the meeting. County staff will review one draft of the slide deck, with all staff comments consolidated and internal staff comments resolved in advance of the meeting.

### **Task 5.2: Planning Commission Public Hearing**

Two MIG staff members will attend up to two in-person public hearings to present the Final EIR for consideration and to present the zoning and land use amendments to the Planning Commission for recommendation. MIG will prepare a slide deck for the meeting. County staff review one draft of the slide deck, with all staff comments consolidated and internal staff comments resolved in advance of the meeting.

### **Task 5.3: Board of Supervisors Public Hearing**

Two MIG staff members will attend up to two in-person hearings before the Board of Supervisors to present the Final EIR for certification; to present CEQA findings and the mitigation and monitoring report for adoption; and to present the zoning and land use amendments for introduction and first reading. MIG will prepare a slide deck for the ordinance introduction meeting. County staff will review one draft of the slide deck for the initial public hearing, with all staff comments consolidated and internal staff comments resolved in advance of the meeting. As adoption of the zoning amendments ordinance is anticipated to be a consent item on the Board's agenda, MIG will not prepare a presentation for that meeting.

#### Task 5 Deliverables:

- Recommended General Plan Amendments, Station Area Plan Amendments, and Land Use Maps layers (PDF and ArcMap, electronic)
- Recommended Zoning Code Amendments and Zoning Map layers (Word and PDF, electronic)
- Slide decks (PowerPoint, electronic,x3)
- Final EIR/Response to Comments (see Task 8)
- Mitigation Monitoring and Reporting Program (Word and PDF; see Task 8)
- Statement of Overriding Considerations (Word and PDF. if required based on EIR analysis; see Task 8)

## **TASK 6: FINAL LAND USE PLAN AND ZONING REGULATIONS AMENDMENTS**

This task involves preparing the Final Draft revisions to the Rezoning Program, based on direction received from the Board of Supervisors.

### **Task 6.1: Final Draft Amendments**

Following Board introduction of the General Plan, Station Area Plan, and Zoning Regulations amendments, MIG will make final revisions to the zoning code, zoning map, General Plan, and Station Area Plan, incorporating any revisions directed by the Board at the public hearing. This will

include the version for the Final County Code Amendments for second reading. MIG will provide all final electronic files of deliverables to the County upon conclusion of the project (e.g., Word, InDesign, PowerPoint).

Task 6 Deliverables:

- Final Adopted General Plan and Station Area Plan Amendments and Land Use Maps layers (electronic)
- Final Zoning Code Amendments and Zoning Map layers (electronic)
- Notice of Determination for certified EIR (see Task 8)

## **TASK 7: CALIFORNIA COASTAL COMMISSION SUBMITTAL**

This task involves preparing the application submittal for the Coastal Commission and attending the Coastal Commission meeting.

### **Task 7.1: Application Preparation**

Following Board adoption of the land use and zoning amendments for the four project areas, MIG will support County staff in preparation of the submittal materials to the California Coastal Commission, for the Commission's review of the amendments applicable to the El Granada project area. This includes engaging early with Coastal Commission staff (see Task 3.1), to allow the County to proactively address Coastal Commission staff input prior to adoption and to assist Coastal Commission staff with their review of the application once received.

### **Task 7.2: Attendance at Coastal Commission Meeting**

MIG will prepare a slide deck summarizing the amendments for the El Granada project area for presentation of the item to the Coastal Commission. Up to two members of the MIG Team will attend the Coastal Commission hearing at which the County's application will be considered. MIG will attend one meeting of the Coastal Commission, and attendance will be by videoconference.

Task 7 Deliverables:

- Transmittal letter of request and application for California Coastal Commission Review
- Final Adopted General Plan Amendments and Land Use Map layers (electronic)
- Final Zoning Code Amendments and Zoning Map layers (electronic)
- Certified EIR
- PowerPoint presentation (electronic)

## **TASK 8: ENVIRONMENTAL IMPACT REPORT (EIR)**

### **Approach to the Environmental Analysis**

Based on initial review and consultation, MIG has determined, and County has agreed, that a program EIR should be prepared for this Project. As described in CEQA Guidelines section 15168, program EIRs are appropriate when a project consists of a series of actions related to the issuance of rules, regulations, and other planning criteria. Program EIRs look broadly at the implications of a wide range of actions. Use of a program EIR can provide certain advantages including:

- Providing an occasion for a more comprehensive consideration of effects and alternatives than would be practical in an EIR on an individual project.

- Ensuring consideration of cumulative impacts that might be slighted in a case-by-case analysis.
- Allowing the lead agency to consider broad policy alternatives and program-wide mitigation measures at an early time when the agency has greater flexibility to deal with probable future environmental issues and cumulative impacts, and
- Framing and customizing the environmental analysis to prepare for CEQA streamlining of future, individual project proposals.

Once a program EIR has been certified, later activities under the program must be examined in light of the program EIR to determine whether an additional environmental document must be prepared. A program EIR will be most helpful in dealing with later activities if it provides a description of planned activities that would implement the program and deals with the effects of the program as specifically and comprehensively as possible. With a good and detailed project description, and analysis of the program, many later activities could be found to be within the scope of the Project described in the program EIR, and no further environmental documents would be required. (CEQA Guidelines section 15168).

## **Program EIR Scope of Services**

### **Task 8.1: Program EIR Initiation**

#### ***8.1.1 Kick-off Meeting and Scope Refinement***

MIG will conduct a virtual kick-off meeting with County staff to refine the work scope, identify key Project team roles, establish communication channels and procedures, and establish product review procedures. The Project scope and schedule will be refined based on discussions and critical Project milestones. For efficiency, this Program EIR initiation meeting can be scheduled to coincide with the project initiation meeting in Task 1.1.

#### ***8.1.2 Data Collection/Material Review***

MIG's CEQA analysts will gather and review existing documents and materials needed for the EIR analysis and begin to develop a bibliography organized by subject. MIG will provide the County with a data request for information needed for the EIR.

MIG will also conduct a Sacred Lands File (SLF) search through the Native American Heritage Commission (NAHC) and conduct outreach efforts to Native American Tribes and Individuals identified by the NAHC as having affiliation with the Project vicinity, as recommended by the NAHC. Follow-up outreach and scoping will be via email that will indicate the project areas, briefly describe the nature of the proposed project, and request information recipients may have regarding additional Native American Tribal Cultural Resources, properties, and/or archaeological sites that may be impacted by the proposed project.

#### **Task 8.1 Deliverables:**

- Project kick-off meeting, agenda, and meeting minutes (Word, electronic)
- Data Request (Word, electronic)
- NAHC Search / Tribal Letters (Word, electronic)

### **Task 8.2: Notice of Preparation**

#### ***8.2.1 Notice of Preparation and Scoping Meeting***

Once the key components of the project have been clearly articulated and project objectives identified,

MIG will prepare a Notice of Preparation (NOP) according to CEQA Guidelines section 15082. The intent of the NOP is to invite the public and agencies to provide input on

the content (e.g., resource areas of interest, issues, alternatives, mitigation measures) that should be explored in an EIR. The NOP process is intended to identify potential public concerns that may otherwise arise later in the review and eliminate from detailed study issues found not to be important.

MIG will provide a draft and final NOP containing project information as specified in CEQA Guidelines section 15082. The County will send the NOP to the State Clearinghouse, which will distribute the NOP to CEQA Responsible and Trustee agencies. The County will send the NOP to other interested public agencies and other interested entities for the CEQA- required 30-day review period. County staff will also file the NOP with the County Clerk.

There is a 30-day public comment period for the public to respond to the NOP with written comments to the County. MIG can assist with this noticing if needed.

### **8.2.2 Public Hearing**

During the 30-day public comment period, the County will hold one Planning Commission public hearing in which to receive oral comments from the public (also see Task 3.2). MIG has budgeted four hours each for the Director and Senior Project Manager to prepare for, attend the public hearing virtually, and lead the presentation.

### **8.2.3 Assemble Public Comments**

Comments on the scope of the EIR will be organized, referenced, and considered in the Draft EIR. MIG will refine the scope of the environmental analysis, if warranted, in response to the public scoping process. In addition, MIG will, if necessary, coordinate with County staff with respect to follow up consultation with interested and/or Responsible public agencies.

County staff are responsible for compiling the NOP mailing list, including interested individuals and non-governmental entities, distributing the NOP, securing the scoping meeting location, and notifying interested parties that do not directly receive the NOP.

#### Task 8.2 Deliverables:

- Draft and Final NOP (Word and PDF, electronic)
- Slide deck (PowerPoint, electronic)

### **Task 8.3: Administrative Draft EIR**

MIG will prepare a Program EIR consistent with CEQA Statutes and Guidelines and recent court cases to address the project and associated General Plan land use and zoning regulations amendments and updates required for internal consistency and for implementation of Housing Element Rezoning Program 11.2. The Program EIR will address direct, indirect, and cumulative impacts associated with the proposed project. The project described in the EIR will focus on the General Plan Land Use Element map and text amendments, unincorporated Colma BART Station Area Plan map and text amendments, and the zoning regulations map and text amendments. Each component will be described and analyzed, and mitigation measures identified.

County staff will review and affirm accuracy of the project narrative (see Task 4.1) enumerating each component of the project that needs to be described and analyzed in the EIR, including: 1) General Plan and Station Area Plan text edits (needed text edits for each element that requires updating); 2) draft or summary text of the required zoning regulations amendments; and 3) a updated General Plan and Station Area Plan land use and zoning maps. The Program EIR will also be structured to minimize the environmental review needed for future development proposals and other projects by



describing anticipated impacts of housing development on the project area sites and presenting programmatic level mitigation measures to avoid or reduce the developments' anticipated impacts. Several available methods under CEQA can be used to eliminate often redundant project-level analysis.

- Use of Categorical Exemptions and a variety of other CEQA exemptions, including those designed for infill, Transit Priority Areas, and housing incentives.
- Determining later projects consistent with the Program EIR.
- Addendums to the Program EIR in those cases where characteristics of later projects are different than originally envisioned in the General Plan, but potential environmental impacts are similar to or less than those analyzed in the Program EIR.

MIG is very familiar with using Program EIRs in this manner. MIG has completed several Program EIRs that jurisdictions have used for tiering subsequent environmental review of proposed development projects. The following subtasks are included in the Administrative Draft EIR task.

### ***8.3.1 Project Description***

MIG will prepare a project description that will be submitted as a separate deliverable. The environmental analysis will not proceed until County staff and the MIG Team have confirmed the completeness and accuracy of the project description.

The project description will be consistent with CEQA Guidelines section 15124, including a description of the project location and boundaries; a statement of the objectives sought by the proposed project; a description of the new Regional Housing Needs Assessment (RHNA) assignment for the 2023-2031 housing cycle; the four project areas identified as potential housing locations; potential housing densities at each identified site; and new development standards applicable to the project areas. The project description will also present proposed regulations, standards, or policies with the potential to cause environmental impacts; and a summary discussion of changes needed to other General Plan elements, the County Code, or County policies for internal consistency with the Rezoning Program implementation. The EIR will include a statement briefly describing the intended uses of the EIR, a list of agencies that are expected to use the EIR in their decision-making, and a list of permits and other approvals required to implement the project. The project description will be supported by tables, figures, maps, and photographs, as necessary.

This scope of services assumes that the project description will not change or need to be edited once the County approves the final draft. Should changes or edits need to be made to the project description after the County's approval, additional services may be needed to make the necessary edits and to carry the edits through to the EIR impact analysis.

### ***8.3.2 Administrative Draft Program Environmental Impact Report (EIR)***

MIG will develop a program-level Administrative Draft EIR that considers all aspects of Rezoning Program implementation. Environmental topic areas and potential CEQA-defined impacts will be aligned with potential policies, implementation programs, and other components of the General Plan where applicable. The EIR will include all CEQA-required components, including baseline/existing conditions, project description, cumulative impacts, growth inducing impacts, and project alternatives. The CEQA-required executive summary will also be included, along with a summary table of impacts and mitigation measures.

Where necessary to address potentially significant impacts, practical, implementable, and enforceable mitigation measures will be developed. This scope of services assumes that the project and related General Plan, Station Area Plan, and zoning regulations amendments will not create

significant land use or public safety impacts. The technical reports necessary to support the Draft EIR will also be prepared under this task.

The Program EIR will focus on providing detailed analysis on the following CEQA subject areas; potential impacts of the other CEQA subject areas that are found to be less than significant will be summarized in a separate section of the EIR.

**Air Quality Analysis.** MIG will evaluate the proposed project's potential individual and cumulative air quality impacts in accordance with Appendix G of the CEQA Guidelines and recommended guidance from the Bay Area Air Quality Management District (BAAQMD). Current BAAQMD CEQA guidance for planning documents (such as the Housing Element), recommends evaluating the project for consistency with 2017 Clean Air Plan and comparing the project's potential population growth to potential VMT growth. MIG will rely upon population and VMT growth estimates from the County's Housing Element and the transportation analyses prepared by W-Trans for the Housing Element to prepare the air quality report. If necessary, MIG will identify best management practices or mitigation measures to reduce construction and operational emissions generated by the proposed project. The air quality analysis will incorporate emission and VMT reduction measures from other applicable County planning documents and the transportation analysis prepared for the project.

To allow MIG to complete this task, County staff will provide land use change data and population growth estimates associated with the project for use in the transportation and air quality analyses. Deliverables will include a technical data request and a Draft and Final Air Quality study.

**Biological Resources.** The biological resources chapter of the EIR will identify areas within the four project areas that have the potential to support sensitive biological resources, including special-status fish and wildlife species, sensitive communities, wetlands, and wildlife movement corridors. The analysis will focus on potential impacts of Rezoning Program implementation on protected biological resources, and programmatic mitigation measures will be recommended. The primary subtasks associated with preparing the Biological Resources chapter of the EIR are described in more detail below.

- **Background Review.** Prior to conducting the analysis, MIG biologists will review all project materials and relevant background information concerning biological resources found within the County's planning area, including: (1) existing biological reports prepared for the Housing Element and other relevant projects; (2) occurrence records for special-status species and sensitive natural communities maintained by California Department of Fish & Wildlife (CDFW) California Natural Diversity Database (CNDDDB), U.S. Fish and Wildlife Service (USFWS), the California Native Plant Society (CNPS), and any other data resources for the region; (3) any information on special-status species maintained by the County; (4) the USFWS National Wetlands Inventory; (5) the San Mateo County Soil Survey; and (6) any available environmental documentation for other projects in the Rezoning Program area(s).
- **Site Visit.** Following the background review, MIG will assess the habitat values on each parcel identified in the Rezoning Program by reviewing aerial photography and making site visits when necessary. For the sake of budgeting this effort, MIG has assumed that up to 32 person hours would be needed to perform reconnaissance-level site visits of a subset of the Rezoning Program parcels where aerial imagery does not provide sufficient detail for the analysis. No focused site surveys or species-specific surveys are included in this effort.
- **Preparation of Biological Resources Section of the EIR.** A MIG biologist will prepare the Biological Resources chapter of the EIR. This chapter will include: (1) a Regulatory Setting section that includes State and federal laws and regulations that protect sensitive biological

resources, and other existing County and other local policies that provide protections for sensitive biological resources; (2) an Environmental Setting section that describes the existing natural communities and vegetation alliances, jurisdictional features, potential for occurrence of special-status plant and wildlife species, and presence of any other features noted within the project areas and designated housing sites that would be regulated under CEQA guidelines;

(3) an analysis of the potential adverse impacts from implementing the Rezoning Program on biological resources; and (4) programmatic mitigation measures to mitigate potentially significant impacts on sensitive biological resources to less-than- significant. The biological resources section will include maps depicting biological resources including sensitive and jurisdictional habitats in areas affected by the Rezoning Program and General Plan Amendments.

Cultural/Tribal Cultural Resources. Because this is a program EIR, MIG is not proposing to conduct a planning area-wide search of known cultural resources through the Northwest Information Center, nor will MIG conduct a Paleontological Resources Search. MIG will, however, conduct a Sacred Lands File search through the Native American Heritage Commission. The EIR chapter will identify known historic and archaeological resources and provide a regulatory context. Thresholds of Significance will be presented, and the environmental impact assessment will analyze the potential impacts to historic and archaeological resources from the implementation of Rezoning Program for the identified housing sites. Mitigation measures in the form of new or revised County policies will be recommended, as necessary.

Greenhouse Gas Emissions/Energy Demand Analysis. MIG will prepare a clear and concise technical study that fully evaluates the proposed project's Greenhouse Gas (GHG) and Energy impacts in accordance with Appendix G of the CEQA Guidelines. MIG will use the California Emissions Estimator Model (CalEEMod, Version 2022.1.0) to estimate the project's potential operational emissions. The emission estimates will be based on project- specific data (e.g., land use and trip/mobility data) and compared to CEQA significance thresholds maintained by the BAAQMD. MIG notes the BAAQMD's most recent CEQA guidance for GHG emissions includes a prohibition on all-natural gas use in new development projects. The analysis will also consider the project's consistency with applicable GHG reduction plans, including the County's Community Climate Action Plan (CCAP) and CARB's 2022 Scoping Plan. If possible, MIG will streamline the analysis of GHG emissions using inventory, growth projection, and GHG reduction measure data from the CCAP. Regarding energy resources, the memorandum will include brief setting information that places energy resources in the appropriate context, quantify the project's potential energy consumption levels (where possible, for example, using information from the Project's CalEEMod output file), and evaluate whether the project will result in the wasteful, inefficient, or unnecessary consumption of energy resources.

To complete this task:

- The County will assist MIG with identification of the any County-required green or sustainable building systems that support consistency with State and local GHG reduction and energy efficiency goals.
- MIG will conduct up to two CalEEMod runs (unmitigated and mitigated conditions). MIG will prepare up to two energy consumption spreadsheets for the project detailing electricity, natural gas, and vehicle fuel consumption estimates.

Noise Analysis. MIG will prepare a clear and concise technical study that fully evaluates the proposed

project's individual and cumulative noise and vibration impacts in accordance with Appendix G of the CEQA Guidelines and County requirements. The technical study will:

- Describe the existing noise and vibration environment in the project vicinity and applicable County regulations related to noise, including the County's General Plan Noise Element and the County Code (e.g., Chapter 4.88, Noise Control).
- Evaluate potential construction noise and vibration levels associated with the project, including construction noise and operational noise sources such as heating, ventilation, and air conditioning (HVAC) equipment, as well as off-site project-related increases in vehicular traffic along major County arterials.
- Evaluate whether the project would expose people living in the area to excessive airport-related noise levels.

As part of the project, MIG will conduct long-term (up to 24 hours) and short-term noise monitoring at up to eight locations to adequately describe the existing noise environment at and near the four project areas. MIG will use the Federal Highway Administration's (FHWA) Traffic Noise Model (TNM, Version 3.0) to estimate potential traffic noise level changes associated with the project.

To complete this task within the schedule and budget provided, MIG's analysis will include an evaluation of standard construction noise, on-site operational noise, and off-site traffic noise sources using standard noise propagation and attenuation equations. Deliverables will include a Draft and Final Noise and Vibration Study and all noise monitoring and modeling files.

Transportation Impact Analysis. The Transportation chapter of the EIR will be based on a Transportation Impact Analysis prepared for the project by W-Trans. Per the CEQA Checklist, W-Trans will evaluate whether the Rezoning Program will:

- Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities.
- Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b).
- Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).
- Result in inadequate emergency access.

The transportation study will include a description of the transportation network in unincorporated San Mateo County, including the roadway network, bicycle and pedestrian facilities, and transit service. The study will provide a regulatory setting including applicable plans and policies from San Mateo County (including the General Plan and Active Transportation Plan), San Mateo City/County Association of Governments (C/CAG), and Caltrans, as well as an estimate the number of net new trips added to the study area based on the type of housing units and the net increase in the number of units that could be constructed based on the rezoning. It will also include a VMT analysis.

#### *Travel Forecasting*

Kittelson (KAI) will work with W-Trans to conduct travel demand forecasting services for the four rezoning sites identified in the San Mateo County Housing Element Rezoning project. In support of the CEQA Analysis, KAI will apply the C/CAG Santa Clara Valley Transportation Authority (VTA) Countywide travel model to develop travel forecasts for two scenarios and extract VMT outputs as follows:

- Existing plus Project: Base Year (2020) with Four Rezone Sites
- Cumulative with Project: 2040 (or other specified horizon year) with Four Rezone Sites

KAI will be provided with GIS maps and tables listing the land use quantities for the four rezoning sites by transportation analysis zone (TAZ) for each of the scenarios. KAI will coordinate with the MIG team to verify appropriate factors to convert acreages or densities of various land use designations to quantities of housing units, population (persons per household) and if necessary, employment by type (retail, service, other, manufacturing, agriculture, and wholesale/trade), as required for travel model input. KAI will run the Countywide Model for each of the two scenarios and set up processing for VMT and traffic volume outputs.

#### *VMT Analysis*

KAI will extract VMT statistics for San Mateo County and report the following:

- Total Daily VMT
- Household-based VMT per capita at household locations
- Employee commute VMT per employee at employment locations

The VMT per capita and VMT per employee calculations will be consistent with the guidance from the either County VMT Guidelines, or absent those, from the California Office of Planning and Research (OPR) "Technical Advisory on Evaluating Transportation Impacts in CEQA."

KAI will apply the VMT impact thresholds adopted by C/CAG or San Mateo County consistent with the General Plan or other recent EIR studies within the County where thresholds were established. VMT guidelines and thresholds will be summarized, along with tables of the VMT results, and the impact assessment. If needed, W-Trans will recommend appropriate mitigation measures to reduce the project's VMT impact, including preparation of a Transportation Demand Management (TDM) Plan. The TDM Plan, if required, will provide measures to assess and achieve the potential for overall trip and VMT reduction.

#### *Alternatives Analysis*

W-Trans will prepare a qualitative analysis of up to two project alternatives. This will include a trip generation comparison of each alternative to the proposed project, and a qualitative assessment of whether the alternative would result in additional impacts compared to the proposed project. Because VMT is evaluated on a per capita basis to determine transportation impacts, W-Trans does not anticipate the need for travel model runs to evaluate alternatives. However, if a more detailed quantitative analysis is requested (i.e., VMT model runs of an alternative), then W-Trans will prepare a separate scope and fee estimate at that time.

#### *Support for Air, Greenhouse Gas and Noise Studies*

KAI will provide inputs to air quality, GHG and noise analyses, according to specific requests from MIG. Typical transportation data items are listed below.

- *Air/GHG Inputs*  
Average daily vehicle trips associated with land uses in San Mateo County:
  - Base year (2020)
  - Base year with Project
  - Cumulative
  - Cumulative with Project

Total VMT associated with land uses in the Rezoning areas for:

- Base year (2020)

- Base year with Project
- Cumulative
- Cumulative with Project

- *Noise Analysis Inputs*

GIS shapefile of road segments for all highways and major roadways and arterials in the study area including number of lanes

Average daily trip (ADT) segment volumes (both directions, not one-way) for all highway, major roadway, and arterial segments in the traffic study area for:

- Base year (2020)
- Base year with Project
- Cumulative
- Cumulative with Project

Administrative Draft EIR, Draft EIR, Final EIR

W-Trans will document all work assumptions, analysis procedures, findings, impacts and recommendations in an Administrative Draft EIR Transportation Impact Study Report for review and comment. In general, the report will consist of a description of the proposed project, methodologies used, analysis results, identification of significant transportation impacts (if any), and recommended mitigation measures. The report will be consistent with County of San Mateo Guidelines. It will be provided electronically, and only one Administrative Draft EIR Transportation Impact Analysis submittal is intended.

Following receipt of one set of unified non-contradictory comments from County staff on the Administrative Draft EIR Transportation Impact Analysis report, W-Trans will revise the report and prepare the Draft EIR Transportation Impact Analysis report. The Draft EIR Transportation Impact Analysis report will be provided electronically, and only one Draft EIR Transportation Impact Analysis submittal is intended.

W-Trans has budgeted for a limited number of traffic-related comments on the Draft EIR. MIG and W-Trans will prepare a comments and responses memo that will be provided electronically. No other changes to the Draft EIR Transportation Impact Analysis report are anticipated.

#### *Meetings and Project Administration*

W-Trans have budgeted for project administration as well as project related meetings, including conference calls, project team meetings, and public meetings.

#### *Exclusions*

Traffic Level of Service (LOS) analysis for County policy consistency, Congestion Management Program (CMP) conformance analysis, and any item not explicitly stated above is not included in this scope of services. Travel forecast model results will not be required for segment or intersection LOS; therefore, those outputs will not be extracted under this scope. If this work is desired, W-Trans will prepare a separate scope and budget as an optional task.

Wildfire. The County contains areas within the Very High Fire Hazard Severity Zone (VHFHSZ) as identified by Cal Fire and an extensive Wildland Urban Interface where structures are at increased risk from wildfires.

The EIR Wildfire chapter will describe the County's fire conditions, regulatory requirements for

building within the high fire hazard areas, requirements for vegetation management, and emergency response infrastructure requirements. MIG will identify the Wildfire Thresholds of Significance by which potential impacts of the Rezoning Program implementation will be measured and present programmatic mitigation measures as appropriate.

### **8.3.3 Other CEQA-Mandated EIR Sections**

The EIR will include other CEQA-mandated sections, as described below.

**Cumulative Impacts.** An EIR shall discuss cumulative impacts of a project when the project's incremental effect is cumulatively considerable, as defined in CEQA Guidelines section 15130. Where a lead agency is examining a project with an incremental effect that is not "cumulatively considerable," a lead agency need not consider that effect significant but shall briefly describe its basis for concluding that the incremental effect is not cumulatively considerable. The cumulative impact discussion presented in the EIR will be consistent with CEQA Guidelines section 15130. It will address cumulative impacts of the implementation of the Rezoning Program and related General Plan and Station Area Plan amendments, and development of housing on the project area sites. A summary of projections contained in adopted, local, regional, and statewide plans or related planning documents, including general plans, regional transportation plans, climate action plans, and local coastal plans, will be used to define cumulative development scenarios.

The cumulative impact discussions for each environmental topic area may be presented within each individual chapter or in a separate cumulative impact chapter in the EIR.

**Alternatives.** The EIR will identify a range of reasonable alternatives that would reduce or avoid the project's significant impacts while obtaining most of the project's objectives. The range of reasonable alternatives will be developed according to the CEQA Guidelines, relevant court rulings, and consultation with the County. The feasibility of an alternative may be determined based on a variety of factors including, but not limited to, site suitability, economic viability, availability of infrastructure, general plan consistency, other plans or regulatory limitations, jurisdictional boundaries, and site accessibility and control (CEQA Guidelines section 15126(d)(5)(A)). This chapter will also identify the environmentally superior alternative. As required by CEQA, if the environmentally superior alternative is the No Project / No Action Alternative, the EIR will identify an environmentally superior alternative among the other alternatives (CEQA Guidelines section 15126.6(e)(2)).

MIG will analyze the No Project Alternative and two other alternatives selected in consultation with the County.

**Other CEQA Considerations.** The EIR will address other CEQA-required considerations per the CEQA Guidelines (CEQA Guidelines section 15126.2 (b-d)). These include impacts determined to be significant and unavoidable, irreversible changes in the environment, and the potential for the project to be growth inducing. Additionally, CEQA Guidelines section 15128 requires an EIR to contain a statement briefly indicating the reasons that various possible significant effects of the project were determined not to be significant and were therefore not discussed in detail in the EIR. Impacts found to be less than significant will be summarized in this section.

### **8.3.4 Screen Check Draft EIR**

MIG will revise the Administrative Draft EIR based on comments received from County staff and provide a redline "screen check" draft to the County to confirm that all comments and revisions have been addressed. Following County sign off, the Draft EIR will be ready for public circulation. MIG will

prepare a Notice of Completion (NOC) and related and required forms for County staff to submit the Draft EIR and Notice of Availability to the State Clearinghouse, other public agencies, special interest groups, and interested persons.

Circulation of the Draft EIR will initiate a CEQA-required 45-day public review period. MIG can assist with this noticing if needed. The County will be responsible for posting notices in the local newspaper and with the County Clerk.

The County may opt to hold a public hearing during the 45-day comment period to provide an opportunity for the County's deciding body to receive oral comments from the public.

MIG has allocated four hours for the Director and Senior Project Manager to attend the hearing virtually although MIG will prepare a PowerPoint presentation for the hearing if so desired by County staff.

MIG will request a typed transcript of the oral comments made at the hearing so they may be accurately characterized in the Final EIR.

### ***8.3.5 Response to Comments/FEIR and MMRP***

Following the close of the 45-day review period on the Draft EIR, MIG will prepare a Response to Comments/Final EIR (RTC/FEIR) that includes responses to public and agency comments received. This scoped work and budget assumes that the response to comments can be organized so a set of master responses can be used to respond to many similar comments. Comments will be addressed with a reasoned analysis supported by substantial evidence related to the issues raised. Some responses may result in revisions to the text or exhibits contained in the Draft EIR, and such changes would be documented in the RTC/FEIR. This task will also include a Mitigation Monitoring and Reporting Program (MMRP). Eighty hours are allocated for the annotation of comment letters and drafting responses to the letters. W-Trans has budgeted for a limited number of traffic-related comments on the DEIR. Should the volume or complexity of comments exceed the hourly amount we have anticipated in the budget, or should one or more comments require significant new analysis, MIG will request additional services to complete the work.

MIG will provide responses to state agency comments to the commenting agency 10 days before the Final EIR certification hearing.

### ***8.3.6 Findings of Fact and Statement of Overriding Considerations***

CEQA requires specific findings regarding the significance of environmental impacts in an EIR and the feasibility of mitigation and Project changes. MIG will coordinate with County staff and County Attorney/Counsel to prepare this document; we will submit a draft for one round of review/revisions. MIG will also prepare a Statement of Overriding Considerations (SOC) for any unavoidable significant and adverse impacts if needed.

#### **Task 8.3 Deliverables (all files Word and PDF):**

- Draft and Final Project Description
- Air Quality and Noise Technical Reports
- Administrative Draft EIR
- Screen Check EIR
- Public Draft EIR and CEQA Notices
- Administrative Draft Response to Comments/Final EIR (RTC/FEIR) Document
- Final Response to Comments / Final EIR Document
- Responses to comments made by state agencies provided 10 days before



- certification hearing (see task 5)
- Mitigation Monitoring and Reporting Plan (MMRP)
- Findings and Statement of Overriding Considerations (draft and final)

#### **Task 8.4: Public Hearings**

##### *8.4.1 Hearings*

This scope includes virtual attendance at one Draft EIR public hearing, and two public hearings for adoption of the Final EIR with the Board of Supervisors (see Task 5.3), for a total of three hearings. County staff will be responsible for preparing public notices, presentation materials, and staff reports. An MIG staff member will attend each hearing and will assist County staff in responding to any public or Board of Supervisors' questions or comments.

##### *8.4.2. PowerPoint Presentations*

This scope of services does not include the development of an EIR-specific slide deck for the three required public hearings (one on the Draft EIR and two for certification of the Final EIR). Should County staff request assistance in preparing a slide deck for the Program EIR, MIG could prepare the presentation. The presentations could be prepared in 8 hours for each presentation (draft and final).

##### Task 8.4 Deliverables:

- Virtual Attendance at three public hearings
- Optional: Slide deck (draft and final) for Program EIR for public hearings (PowerPoint, electronic, x3)

#### **Task 8.5: Notice of Determination (NOD)**

MIG will provide the County with a Notice of Determination for County staff to file with the County Clerk's office and the State Clearinghouse within five working days of EIR certification and project approval. The NOD filed with the County Clerk's office must be accompanied with payment for the required CEQA fees.

##### Task 8.5 Deliverables:

- NOD (Word and PDF, electronic)

#### **Task 8.6: EIR Project Management**

This task comprises MIG's internal management and regular coordination and communication with the County and Project team members to allow MIG to complete work tasks on time and within budget.

##### ***8.6.1 Monthly Conference Calls with County and CEQA Team***

Once a month during the EIR timeframe, MIG's CEQA analysts will participate in a project team meeting call with County staff and the planning team. These regular conference calls will facilitate team discussion and information sharing among the project team and the County. Call frequency and duration will be adjusted during the course of the project, but the work scope and budget assume an average of one call per month for a total of 12 conference calls. MIG will prepare a call agenda and meeting minutes after the call.

##### ***8.6.2 Administrative Record***

MIG will manage and maintain the project's administrative record concurrent with EIR preparation.

### **8.6.3 Project Management**

MIG will manage all contractor staff and subconsultants and implement MIG's quality control procedures (e.g., senior level review) of all deliverables.

### **8.6.4 Contract Management**

MIG's CEQA Senior Project manager will manage the contract, schedule, budget, and approve invoices.

#### Task 8.6 Deliverables:

- Meeting action items and call summaries (electronic)
- Administrative record
- Monthly invoices

#### Assumptions

- The County will provide one consolidated set of comments when reviewing each deliverable.
- MIG staff will attend in-person meetings specified in the individual tasks. All other meetings will occur virtually or by phone.
- The County will provide any available examples and relevant templates for MIG to use.
- The County will be responsible for notice/packet distribution, agenda preparation, maintaining the file at the County, distribution of correspondence to interested parties, and similar administrative tasks.
- County staff will prepare all staff reports.
- County staff will coordinate internally with County Counsel to review all draft ordinances, draft CEQA documents, and findings and participate in discussions, as necessary, to keep the project on track.
- All zoning, map, and General Plan changes will be done consistent with the adopted Housing Element, and no changes to the Housing Element will be needed.
- Attendance at any additional meetings, changes to the project description, or expansion of this scope of services will be billed on a time and materials basis.
- If there are delays in the project schedule outside of the Contractor's control, a budget adjustment will be required.
- The County will provide all information related to implementation of the County's adopted plans, ordinances, policies, and routine practices needed to complete the EIR.
- MIG has not budgeted for providing any print copies of the Rezoning Program, General Plan Amendments, unincorporated Colma BART Station Area Plan, and EIR but will provide electronic copies.
- The scope of services and cost estimate in Exhibit B assume there will be only one round of administrative review before finalizing the work product. If more administrative drafts are required, the cost of additional consultants' time and materials will be subject to additional compensation and an amendment to this Agreement. MIG assumes the County will consolidate all administrative draft comments into one set of review comments per each round of document review.
- For Response to Comments on the Draft Program EIR, MIG has allotted budget to organize, label, and prepare written responses to public comments pertaining to the EIR. MIG will label all written comments and identify oral comments made at public hearings based on a transcript of the hearing

provided by the County. Any work required beyond the budgeted limit to complete the task will require an amendment to this Agreement.

- Meetings and hearings are included under specific tasks. If additional meetings are required and cannot be accommodated in the budget, MIG will request additional funds to attend additional meetings, and an amendment to this Agreement will be required.
  - County staff will initiate outreach to tribal representatives and will conduct requested consultation pursuant to Government Code Section 65352.3 (Senate Bill 18 [2004]) and Public Resources Code Section 21080.3.1(d) (Assembly Bill 52 [2014]).
  - Any new data gathering and new analysis required as a result of public comment received on the Draft EIR would require an amendment to this Agreement to allocate additional compensation.
  - The County will prepare written transcripts of public meetings pertaining the Program EIR. MIG will summarize oral comments made at the scoping meeting and Draft EIR comment meeting based on a written transcript of the meetings provided by the County.

## Exhibit B

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 following fee schedule and terms:

	<i>MIG Totals</i>		<i>W-Trans</i>	<i>MIG Direct</i>	<i>Professional</i>
	<i>Hours</i>	<i>Cost</i>	<i>Cost</i>	<i>Costs (mileage)</i>	<i>Fees Totals</i>
<b>Task 1: Project Kickoff, Coordination, Management, and Communication</b>					
1.1 Kickoff Meeting and Visits to Project Areas	56	\$10,320	\$0	\$100	\$10,420
1.2 Project Team Meetings and Phone Calls	136	\$24,080	\$0		\$24,080
1.3 Project Management and Closeout	172	\$30,340	\$0		\$30,340
<b>Subtotal</b>	<b>364</b>	<b>\$64,740</b>	<b>\$0</b>	<b>\$100</b>	<b>\$64,840</b>
<b>Task 2: Initial Research</b>					
2.1 Research Background Policy and Regulatory Documents	118	\$18,490	\$0		\$18,490
2.2 Research Summary	66	\$10,830	\$0		\$10,830
<b>Subtotal</b>	<b>184</b>	<b>\$29,320</b>	<b>\$0</b>	<b>\$0</b>	<b>\$29,320</b>
<b>Task 3: Engagement with Interested Parties</b>					
3.1 Engaging Governmental Agencies	66	\$11,550	\$0		\$11,550
3.2 Engaging County Advisory Bodies	112	\$19,120	\$0	\$100	\$19,220
3.3 Digital Outreach	114	\$17,990	\$0	\$100	\$18,090
<b>Subtotal</b>	<b>292</b>	<b>\$48,660</b>	<b>\$0</b>	<b>\$200</b>	<b>\$48,860</b>
<b>Task 4: Prepare Amendment Documents</b>					
4.1 Project Narrative	116	\$20,380	\$0		\$20,380
4.2 Administrative Draft Amendments	268	\$42,900	\$0		\$42,900
4.3 Public Draft Code Amendments	364	\$57,220	\$0		\$57,220
<b>Subtotal</b>	<b>748</b>	<b>\$120,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$120,500</b>
<b>Task 5: Public Hearings</b>					
5.1 Midcoast Community Council Meeting	60	\$10,100	\$0	\$50	\$10,150
5.2 Planning Commission Public Hearing (up to 2)	74	\$12,390	\$0	\$100	\$12,490
5.3 Board of Supervisors Public Hearing (up to 2)	74	\$12,390	\$0	\$100	\$12,490
<b>Subtotal</b>	<b>208</b>	<b>\$34,880</b>	<b>\$0</b>	<b>\$250</b>	<b>\$35,130</b>

	<i>MIG Totals</i>		<i>W-Trans</i>	<i>MIG Direct</i>	<i>Professional</i>
	<i>Hours</i>	<i>Cost</i>	<i>Cost</i>	<i>Costs (mileage)</i>	<i>Fees Totals</i>
<b>Task 6: Final Land Use Plan and Zoning Regulations Amendments</b>					
6.1 Final Draft Amendments	76	\$12,380	\$0		\$12,380
<b>Subtotal</b>	<b>76</b>	<b>\$12,380</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,380</b>
<b>Task 7: California Coastal Commission Submittal</b>					
7.1 Application Preparation	64	\$10,480	\$0		\$10,480
7.2 Attendance at Coastal Commission Meeting	40	\$6,440	\$0		\$6,440
<b>Subtotal</b>	<b>104</b>	<b>\$16,920</b>	<b>\$0</b>	<b>\$0</b>	<b>\$16,920</b>
<b>Task 8: Environmental Impact Report (EIR)</b>					
8.1 Program Environmental Impact Report Initiation	36	\$3,580	\$0		\$3,580
8.2 Notice of Preparation	75	\$7,470	\$0		\$7,470
8.3 Program EIR	1,437	\$143,660	\$69,547		\$213,207
8.4 Public Hearings	67	\$6,660	\$0		\$6,660
8.5 Notice of Determination	8	\$755	\$0		\$755

8.6 EIR Project Management	119	\$11,930	\$0		\$11,930
<b>Subtotal</b>	<b>1,741</b>	<b>\$174,055</b>	<b>\$69,547</b>	<b>\$0</b>	<b>\$243,602</b>
<b>SUBTOTAL</b>	<b>3,717</b>	<b>\$501,455</b>	<b>\$69,547</b>	<b>\$550</b>	<b>\$571,552</b>
10% Markup (Direct Costs/Administrative)			\$6,955	\$0	\$6,955
<b>TOTAL FEES – NOT TO EXCEED</b>					<b>\$578,507</b>



## San Mateo County Housing Element Rezoning Program Rate and Expense Schedule

Invoices are submitted monthly showing time and charges for professional services by staff category and a separate figure for expenses. MIG, Inc., labor includes all overhead.

Rates are subject to 3% increase effective January 1 of each year.

### MIG Staff Billing Rates

Category	\$/hour
Principal	250 - 295
Director	200 - 255
Deputy Director	210 - 215
Senior Project Manager	200 - 235
Project Manager	135 - 155
Senior Project Associate	130 - 140
Senior Planning Associate	130 - 140
Planning Project Associate	110 - 135
Urban Design Associate	110 - 135
Senior Environmental Planner	160 - 195
Senior Biologist III	240
CEQA Analyst II	130
Air Quality/Noise Analyst II	130
Senior Project Associate	125
Biologist I	115
Senior GIS Analyst	150
GIS Analyst	110
Office Manager/Senior Project Accountant	140 - 165
Project Accountant	125 - 140
Office/Project Administrator	100 - 125

### W-Trans Staff Billing Rates

Category	\$/hour
Senior Principal	320 - 375
Principal	240 - 320
Senior Engineer/Planner	205 - 235
Engineer/Planner	190 - 210
Associate Engineer/Planner	160 - 180
Assistant Engineer/Planner	135 - 160
Technician/Administrative	125 - 160



## San Mateo County Housing Element Rezoning Program

### Rate and Expense Schedule

#### Kittelson & Associates Staff Billing Rates

Category	\$/hour
Senior Principal	335
Senior Planner	220
Engineer	180
Analyst	170
GIS Technician	160

#### Expenses

Category	Basis
Commercial Travel	Cost + 10%
Automobile Travel	Current IRS Rate
Lodging/Meals	Cost + 10%
Photocopy (A and B sizes)	\$0.10/image
Color Copies	\$0.50/image
Commercial report reproduction	Cost + 10%
Noise meter setup	\$50/unit/day
Bat acoustic detector	\$50/unit/night
Subcontractors	Cost + 10%
Other (lab, materials, etc.)	Cost + 10%

County will pay Contractor within thirty (30) calendar days of receipt of an invoice from Contractor itemizing the work completed. Contractor shall submit an invoice indicating the work performed during that billing period. In the event that County staff determines that the invoice is inadequate or fails to provide enough information for County staff to assess Contractor's compliance with the terms and timing of services under this Agreement, the County will return the invoice to Contractor with an explanation and request for missing information. The County shall not be obligated to pay Contractor until Contractor submits a corrected invoice, demonstrating satisfactory compliance with the terms of this Agreement. In no case shall the total amount payable under the terms of this Agreement exceed five hundred seventy-eight thousand five hundred seven dollars (\$578,507.00) without the prior written consent of the County in the form of an amendment to this Agreement.