

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND WALLACE, ROBERTS AND TODD, LLC.

This Agreement is entered into this 15th day of December, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Wallace, Roberts and Todd, LLC., 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 zoning and General Plan text and map amendments, related public processes, and related environmental review in the unincorporated North Fair Oaks community.

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 four hundred fifty thousand dollars (\$450,000). 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 December 15, 2021 through June 15, 2023.

5. Termination

This Agreement may be terminated by Contractor or by the Community Development Director 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

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

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

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

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain

such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

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

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to

discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

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

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

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

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

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 facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: William Gibson, Planner III
Address: 455 County Center, Redwood City CA 94063
Telephone: 415/363-1816
Email: wgibson@smcgov.org

In the case of Contractor, to:

Name/Title: Matt Taecker
Address: 478 Tehama Street, Suite 2B, San Francisco, CA 94103
Telephone: 415/882-7815
Email: mtaecker@wrtdesign.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. 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. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. 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 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.
- f. 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.
- g. 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.
- h. 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 WALLACE, ROBERTS, AND TODD LLC

James K. Stickley
Contractor Signature

11/15/2021
Date

James K. Stickley
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services

SCOPE OF WORK

OVERVIEW

This Scope of Work describes consultant services for development and delivery of Rezoning and General Plan Amendments for North Fair Oaks, along with Environmental Review leading up to EIR certification. Services will be billed on a Time-and-Materials basis consistent with the schedule of Billing Rates described in Exhibit B.

The Contractor (also referred to in this Exhibit A as “WRT” or, with its subcontractors, the “WRT Team”) features collaborative complementary team members.

Rincon Consultants will lead CEQA-related analysis and mitigation measures. Rincon is joined by **W-Trans** for transportation factors and **CSW|ST2** for infrastructure factors.

Martha Miller will co-lead analysis of zoning needs and development of zoning standards. Miller has led numerous rezoning efforts, including development of objective standards and entitlement streamlining.

PCRC will co-lead community outreach and engagement efforts. PCRC has deep experience with less-advantaged ethnically-diverse multi-lingual communities, like North Fair Oaks.

Nuestra Casa will join with WRT and PCRC to encourage broad community-based participation, such as to bring community-based organizations (CBOs) into the process.

Community-Based Organizations (CBOs) will be an extension of our outreach effort. WRT has reserved budget in its Direct Expense budget to fund stipends to support direct CBO participation.

TASK 0: PROJECT INITIATION AND MANAGEMENT

Task 0.1: Project Set Up & Kick Off

- a) **Kick-Off Meeting & Tour.** The WRT team and County staff will meet to clarify objectives & outcomes, principal challenges, roles & responsibilities, information sources, initiation of outreach, next steps, and tour the planning area to examine conditions firsthand, with meeting notes.
Deliverables: attendance at kick-off meeting & tour (all consultants); meeting notes.

Task 0.2: Project Management

- a) **Working Meetings with County staff.** Throughout the project, the WRT team will meet as needed to review materials and presentations prior to public meetings, and at least once each month.
Deliverables: meetings with County staff as needed prior to public presentations and public publications (budgeted within other tasks).
- b) **Monthly Coordination Calls.** WRT team will maintain recurring monthly calls comprised of the WRT project manager and County staff, with select WRT Team member participation as needed.
Deliverables: weekly coordination calls between WRT Project Manager and County staff, and other WRT team members as needed depending on project phase.
- c) **Progress Reports and Administration.** WRT will work with County staff to establish workflow and administration procedures and protocols. WRT team will describe monthly work effort and deliverables, coordinate subconsultant progress and invoicing.
Deliverables: brief progress reports to accompany each invoice.
- d) **Digital work products.** All work products will be provided in digital form.
Deliverables: print-ready and web-friendly PDFs of work products; text and native graphic files for final products; if printing is required, it will be provided at additional cost.

TASK 1: REZONING AND GENERAL PLAN AMENDMENTS

Task 1.1: Analysis of Existing Conditions & Trends

- a) **Relevant background reports and planning documents review.** The WRT Team will review and provide a brief summary of relevant reports and planning reports, as identified and provided by the County.
Deliverables: syllabus of reports and planning documents for review; synthesis as part of opportunities & constraints memorandum noted below.
- b) **Housing project precedents.** WRT and Nuestra Casa will gather and analyze information to understand development market preferences and subsidized housing preferences in the vicinity, and how current zoning code influence on development projects in the planning area.
Deliverable: memorandum describing 5-6 recent residential and residential mixed-use projects, including 2-3 fully affordable projects with community programs and facilities.
- c) **Development and demographic conditions and trends.** WRT will synthesize available County data and analysis related to:
- age, ethnicity, income, tenure;
 - land uses, intensities, & destinations;
 - building type & footprint;
 - setbacks & height;
 - lot size & land ownership, including principal owners & public land;

- recent development;
 - land utilization, a qualitative assessment based on land intensity, surface parking, County Assessors value of improved land versus land (if available), along with field verification.
Deliverables: maps and brief memorandum describing factors noted above.
- d) **Housing trends, goals, & targets.** WRT will review County Housing Element, Housing Element update material, Community Plan housing goals, and local housing targets, as may be made available by the County.
Deliverables: brief memorandum describing housing trends, goals and targets.
- e) **Environmental conditions and plans** by WRT environmental analysis team, using County GIS and other readily available sources, including:
- traffic, transit, active transportation, public parking, & TDM;
 - noise & air quality;
 - flood & other hazards;
 - infrastructure.
Deliverables: maps and brief memorandum describing factors noted above.
- f) **Summary memorandum.** Synthesis of opportunities & constraints factors described above.
Deliverable: summary opportunity & constraints memorandum that compiles Task 1.1 narrative and maps.

Task 1.2: Assessment of Zoning & Policies

- a) **Interviews with County Planning staff and developers.** Martha Miller, Matt Taecker and other team members, will conduct two 2-hour interviews to understand inconsistencies, inefficiencies, and other problems with existing Zoning. The County will identify and invite attendees.
Deliverable: interview notes with introduction summarizing zoning needs and issues.
- b) **Best practices with implications of California law and construction code building types.** Martha Miller and Matt Taecker will describe exemplary development standards and review processes, such as to streamline production of development (consistent with community planning policies), illustration of building form and features, objective standards, and user-friendly format and organization. WRT team will discuss implications of California housing law, including affordable housing density bonus law, SB 35, SB 330, and Housing Accountability Act. WRT team will describe how building code construction types influence building height decisions because of cost. *Deliverable: brief memorandum describing and illustrating best practices for zoning, and implications of California law and construction codes on zoning.*
- c) **Adopted/draft zoning parameters with possible effects on livability and feasibility.** For each of zoning districts, WRT team will bring together height, setbacks, lot coverage, FAR, lot size, parking, and open space. WRT team will also identify and discuss aspects that might negatively affect community livability and financial feasibility, using professional rules-of-thumb. WRT team will note development fees, utility hook-up fees, inclusionary requirements, community benefits contributions, with sources of information to be provided by County staff.
Deliverable: brief memorandum describing adopted and draft zoning standards, and discussing aspects that might negatively affect community livability and financial feasibility, with tables, narrative, and illustrations.
- d) **Existing entitlement procedures.** Martha Miller with Matt Taecker will describe strengths and weaknesses of established project review procedures, from the perspective of perspective of streamlining, California housing law, development standards, exactions, and Community Plan policies.
Deliverables: brief memorandum considering existing entitlement procedures.

- e) **General Plan / Community Plan policies.** WRT will provide a summary of General / Community Plan policies related to zoning for consistency and potential substantive changes, including Land Use (such as use & intensity), Housing (such as production & anti-displacement), Economic Development (such as local jobs), and Design Standards & Guidelines chapters.
Deliverables: memorandum summarizing and assessing General/Community Plan policies related to zoning.
- f) **Summary assessment.** A memo will synthesize subtasks above.
Deliverables: memorandum synthesizing factors noted as part Task 1.2 subtasks.

Task 1.3: Public Outreach & Engagement

- a) **Outreach & Engagement Strategy.** WRT and PCRC will work with County staff to refine outreach & engagement strategy to effectively address: Community Engagement/Workshops/Open House(s), Community Council interactions, representation on Technical Advisory Committee (TAC) providing guidance, CBO/stakeholder participation & stipends, youth outreach, overcoming language/cultural barriers, website, childcare at meetings, building on existing initiatives.
Deliverables: memorandum summarizing outreach & engagement strategy, identification and selection of CBOs to receive stipends for participation.
- b) **Website in English & Spanish.** WRT team will develop website format and basic content to explain project purpose, progress, how to get involved, and public material as it becomes available.
Deliverables: website in English & Spanish with basic content and periodic updates, with County providing Spanish translation.
- c) **Technical Advisory Committee (TAC) Meeting #1: Orientation & Brainstorm Issues.** WRT team will prepare for and meet with a technical advisory committee or community advisory committee (to be determined with County) to initiate engagement process and explore issues.
Deliverables: meeting preparation, facilitation, and notes.
- d) **CBO & Stakeholder Outreach and Interviews.** WRT team will identify & recruit CBOs & stakeholder with an interest in North Fair Oaks, and will conduct kick-off interviews with CBOs & stakeholders (1 day total), with Spanish interpretation as needed.
Deliverables: interview questions, back-to-back interviews, interview notes with summary of major themes.
- e) **Community Open House.** WRT will prepare and conduct a 2-hour public event with presentation of analysis followed by break-out sessions to gather feedback on specific topics, with Spanish facilitation. To consolidate notification requirements and boost attendance, WRT team will try to schedule the Environmental Analysis Scoping Meeting (Subtask 2.1.b) to coincide with the Community Open House.
Deliverables: open house preparation, facilitation (up to 2 Spanish-speaking facilitators), and notes, with County providing Spanish translation of written materials and announcements.
- f) **TAC Meeting #2: Existing Conditions & Analysis.** Engagement to review analysis (see Tasks 1 & 2) and Community Open House input.
Deliverables: meeting preparation, facilitation, and notes.
- g) **Community Engagement.** The WRT Team will engage and receive input directly from North Fair Oaks community members, regarding zoning-related options. WRT team will determine the best mode(s) as part of Subtask 1.3.a (see above). Community engagement and input modes could include: a Community Workshop with hands-on exercises; and/or a Survey administered online, at “Pop-Up Events,”

and/or directly door-to-door.

Deliverables: summary of community input regarding zoning-related options, with mode(s) for input to be determined.

- h) TAC Meeting #3: Workshop Results & Suggest Direction.** Review of Workshop results to receive TAC input regarding direction for zoning & policy framework.
Deliverables: meeting preparation, facilitation, and notes.
- i) Community Council #1.** WRT team will prepare materials for and present at a first Community Council hearing focused on review of analysis, community input, and TAC input, and review of preliminary direction of zoning & policy framework, with Spanish interpretation. Outreach efforts will encourage attendance at Community Council meetings by CBOs and other stakeholders.
Deliverables: meeting preparation, facilitation, and notes, with County providing Spanish translation of written materials and announcements.
- j) TAC Meeting #4: Review Draft Zoning & Policy Framework.** Engagement to present Community Council and CBO/stakeholder direction and review draft recommendations.
Deliverables: meeting preparation, facilitation, and notes.
- k) TAC Meeting #5: Review Revised Zoning & Policy.** Review of revised recommendations.
Deliverables: meeting preparation, facilitation, and notes.
- l) Community Council #2.** Review of draft recommendations for zoning & policy, with discussion on potential Community Plan amendments, with Spanish translation & interpretation.
Deliverables: meeting preparation, facilitation, and notes, with County providing Spanish translation of written materials and announcements.
- m) Community Council #3.** WRT will bring a “Planning Commission Draft” of proposed zoning and policy amendments to the Community Council for review and comment. WRT will forward Community Council comments and proposed amendments (if any) to the Planning Commission as a separate document, when the draft zoning and other proposed amendments move to the Planning Commission, for the Commission’s review, comment, and direction.
Deliverables: meeting preparation, facilitation, and notes, with County providing Spanish translation of written materials and announcements.
- n) Planning Commission and Board of Supervisors** public hearings (2 each), see Task 1.6 below.

Task 1.4: Zoning and Policy Options & Recommendations

- a) Zoning & policy draft recommendations for new development.** WRT team will prepare high-level zoning & policy “frameworks” developed by WRT with Martha Miller for review by TAC, including options where needed, and pertaining to residential & commercial building types, building envelope (setback & height), height transitions, ground-floor & upper-level use, private & shared open space, parking location, parking/TDM requirements, community benefits, etc..
Deliverables: internal draft for County staff review and revised draft.
- b) Zoning procedures for entitlements.** Martha Miller with WRT will prepare procedural and administration language developed by to address discretionary path and by-right path (objective development standard).
Deliverables: internal draft for County staff review and revised draft.

- c) **Summary of Non-Zoning Feedback.** As the WRT team engages stakeholders and decision-makers, the team will listen for and list concerns that are not directly related to Zoning but may be of interest to decision-makers, such as equity (e.g. anti-displacement, small/micro-businesses, job conservation, and support for local artists) and public realm (e.g. community open space, street improvements, and on-street parking). WRT team will prepare list of non-zoning issues, so they might be made available to decision-makers.

Deliverables: internal draft for County staff review and revised draft.

Task 1.5: Zoning & Policy Amendments

- a) **Zoning amendments for standards and procedures.** WRT team will prepare detailed language for each zoning district and associated design standards and other related policies, including regulations for discretionary path and ministerial approvals, for all types of development.

Deliverables: internal draft, checkprint draft, public-review "Planning Commission Draft," final as-adopted by Board.

- b) **General Plan and Community Plan amendments.** WRT Team will prepare appropriate amendments to the General Plan/North Fair Oaks Community Plan, including changes to maintain or increase consistency, and substantive changes identified as necessary during the rezoning process.

Deliverables: internal draft, checkprint draft, public-review "Planning Commission Draft," final as-adopted by Board.

Task 1.6: Public Hearings

- a) **Public hearings with Community Council, Planning Commission, and Board of Supervisors (2 each).** WRT will prepare materials for, attend, and as needed present at two meetings each of the Community Council, Planning Commission, and Board of Supervisors, and will prepare and provide digital versions of documents, including exhibits, staff reports, presentations, and others.

Deliverables: meeting preparation and attendance.

Task 1.7: Information & Guidance Documents

- a) **Information and guidance documents.** WRT will develop presentations and digital versions of documents for use by staff and the public, including application forms, list of submittal requirements, procedural charts, checklists, frequently asked questions brochures.

Deliverables: draft, checkprint draft, digital for-print version of products noted.

TASK 2: ENVIRONMENTAL ANALYSIS

Task 2.1 Level of Review

- a) **Notice of Preparation.** Due to the broad, programmatic nature of the policy project, WRT team and County will forego preparation of an Initial Study and address all environmental checklist issues in the body of an Environmental Impact Report (EIR). Rincon will work with Contractor teammates (including W-Trans and CSW|ST2) and County staff to develop a project description and will prepare a draft Notice of Preparation (NOP) for County staff to review. The NOP is intended to alert other public agencies about the undertaking, and to solicit their input on the scope of the Draft EIR. Rincon will submit a final PDF copy of the NOP to County staff for posting on its website and for distribution to public agencies. It is assumed that the County will distribute the NOP using the County's distribution list. Rincon will review and make suggestions regarding the list, as requested, and be responsible for filing the NOP with the County Clerk and State Clearinghouse/OPR. As required by CEQA, the

NOP will circulate to responsible and trustee agencies for 30 days.
Deliverables: NOP draft and revised, review of NOP public agency list.

- b) **Scoping Meeting.** During the 30-day scoping period, Rincon will develop presentation material for an EIR scoping meeting to provide the community an opportunity to provide input on the EIR work scope (issues of concern, alternatives, etc.). To consolidate notification requirements and boost attendance, WRT team will if possible schedule the Community Open House (Subtask 1.3.e) at the same time as the Scoping Meeting. Rincon will make a brief presentation on the general plan amendments, code revisions, and the related environmental review process. WRT team will document all public comments received. These comments will be summarized in a memorandum and be included as an EIR appendix. As with most community plans or land use regulation modification projects, it is assumed that the mobility system will be similarly revised such that the General Plan and rezone is self-mitigating. If self-mitigation is not achievable, additional mitigation measures will be identified or policy modifications will be recommended.

Deliverables: scoping meeting preparation, documentation of public comments, and summary memorandum.

- c) **Tribal Consultation.** Tribal consultation will be managed by the County as lead agency. Rincon's in-house experts in cultural resources will assist the County in preparing for the tribal consultation, including identifying necessary contacts for consultation, preparing materials for consultation notification letters, and assisting in providing information for any consultation that may occur.

Deliverables: advice on necessary contacts, letter contact, assistance in consultation and response.

- d) **EIR Project Description.** The Project Description will establish the framework upon which the environmental document will be based. As required by CEQA, the Project Description will describe: (1) the project's affected locations and characteristics; (2) lead, responsible, and trustee agencies; (3) required approvals; and (4) project characteristics with potential environmental impacts. The Project Description will estimate development potential based on planning team and County staff-approved assumptions regarding "buildout," and will provide a level of detail to enable environmental analysis of specific project components that are known, yet be broad enough to allow environmental evaluation of some of the long-term development plans and policies envisioned under General Plan amendments.

Deliverables: project description draft and revised.

Task 2.2 Draft and Final EIR

- a) **Administrative Draft.** Rincon will prepare an Administrative Draft EIR (ADEIR) in compliance with CEQA requirements using information gathered as part of the planning phases and comments received during the scoping period, as well as information from other recent CEQA documents. The ADEIR will include the following sections:

Executive Summary. The Executive Summary will present a synopsis of identified environmental impacts, mitigation measures, and residual impacts in tabular format. It will also discuss CEQA requirements such as areas of known controversy and issues to be resolved.

Introduction and Environmental Setting. These sections will lay the groundwork for the substantive analysis to follow. The Introduction will describe the purpose and legal authority of the study, and a discussion of lead, responsible and trustee agencies. The Environmental Setting will provide a general description of existing

conditions and geography within the study area. To the degree feasible, WRT team will rely on existing information sources, including the Background Report to be prepared as part of Phase II, to establish the current environmental setting.

Environmental Impact Analysis (non-transportation). Each environmental issue addressed in the EIR will have four main subsections: Setting, Impacts, Programmatic Mitigation Measures, and Level of Significance after Mitigation. The setting will be based on existing data sources and, as appropriate, technical studies prepared in conjunction with the Draft R3 Code Update. Where possible, impacts will be quantified and their level of significance established. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively approximate potential impacts. Cumulative impacts will be discussed within this analysis, but at a lesser level of detail than the project-specific impacts. Mitigation measures may include a range of programmatic or procedural measures as determined appropriate by County staff and the Contractor team. All mitigation measures will be presented in wording that can be directly applied to conditions of approval and will include monitoring requirements. Programmatic analysis will address anticipated issue areas:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology/Soils
- Greenhouse Gas Emissions
- Hazards/Hazardous Materials
- Hydrology/Water Quality
- Land Use/Planning
- Mineral Resources
- Noise
- Population/Housing
- Public Services
- Recreation
- Tribal Cultural Resources
- Utilities/Service Systems
- Wildfire

Environmental Analysis (transportation). Trip Generation and Distribution. W-Trans will estimate the number of net-new trips added to the study area based on a three-step process: trip generation, trip distribution patterns, and trip assignment. The trip generation for the weekday daily, a.m. and p.m. peak hours for the proposed project will be determined based on standard average trip rates published in the 10th Edition of the Institute of Transportation Engineers' Trip Generation Manual.

The trip distribution and trip assignments will be based on the origin and destination patterns evaluated in the North Fair Oaks Community Plan EIR and the likely route of travel for the net-new project trips.

W-Trans will evaluate available VMT/capita for the TAZ (or TAZs) where NFO rezoning is proposed and compare to the countywide average VMT/capita, and compare to the 2040 No Project VMT. WRT team will apply the County of San Mateo VMT policy and threshold criteria (or California OPR recommendation if no policy has

been developed) to make a CEQA impact finding.

If needed, WRT team 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.

As part of the CEQA analysis, potential safety issues for pedestrians or bicycles potentially resulting from the proposed project, including potential conflicts between project-generated vehicular or loading trips and pedestrians or bicycles will be qualitatively assessed. If found to be appropriate, measures to improve pedestrian, bicycle and transit access will be recommended.

The analysis will consider general impacts associated with buildout under the updated Code and site-specific impacts associated with any known projects and planned physical improvements. This analysis assumes no site access, safety, hazards and emergency access analysis, as this is a program level document and these items will be addressed as project-specific proposals come forward.

Other CEQA-Required Sections. This section will address other CEQA requirements, including growth inducing impacts and significant, irreversible environmental changes. Growth inducement includes both direct and indirect population and job growth, as well as the removal of potential obstacles to growth. The discussion of irreversible changes will address the R3 Code Update's potential to create significant environmental effects that cannot be reversed.

Alternatives. As required by CEQA, the EIR will consider alternatives to the plan designation and zone changes. These will likely include alternative scenarios that have been developed during the planning phase, which will have been tested with environmental and greenhouse gas effect metrics. Up to three (3) alternatives, including the "no project" alternative, will be studied. These will be developed in coordination with WRT and County staff.

Screen Check Draft EIR Preparation. Rincon will incorporate County input into the ADEIR and provide County staff with digital versions of the ADEIR in both Word and PDF formats. Following staff review of the ADEIR, Rincon will incorporate appropriate revisions and prepare a Screen Check Draft EIR. The Screen Check version will be provided in digital format.

Deliverables: draft admin draft, screen check draft.

- b) **Draft EIR Preparation.** Once the County approves the Screen Check Draft EIR, Rincon and other EIR subconsultants will prepare the Public Draft EIR (DEIR), the Notice of Completion (NOC) and Notice of Availability (NOA) for public circulation. Rincon will prepare and distribute the required copies of the DEIR, NOC and NOA to the State Clearinghouse. Rincon will also file the NOA with the County Clerk. It is assumed that County staff will distribute the NOA to responsible agencies, and interested agencies, organizations, and persons. It is also assumed that the County will be responsible for required newspaper ads and other public noticing of the document's availability, such as radius label mailing or onsite posting. As required by CEQA, the Draft EIR will circulate for a period of 45 days.

Deliverables: Draft EIR, NOC, NOA, with distribution to County Clerk.

Response to Comments/Final EIR Preparation. The Final EIR (FEIR) will be completed after the review period has closed and all comments submitted during that

period have been received. The FEIR will include corrections to the Draft EIR (if warranted), comments received, and responses. It will also include a Mitigation Monitoring and Reporting Plan (MMRP). Rincon will prepare a Screen Check Final EIR for County staff review and confirmation followed by a FEIR after incorporating comments from County staff on the Administrative Draft Final EIR. The subtasks involved in the preparation of the Final EIR are summarized below.

Draft Responses to Comments. Rincon will prepare draft response to comments, based on a review of the comment letters received and coordination with County staff and legal counsel to discuss the comments received and proposed responses. After receipt of County staff comments on the draft Response to Comments report, Rincon will prepare the final Responses to Comments, which will be incorporated into the Final EIR.

Final EIR Publication. Subsequent to County staff approval of the draft Responses to Comments, MMRP, Findings, and Statement of Overriding Considerations (if required), Rincon will produce the Final EIR. Upon County approval of the Administrative Final EIR, WRT team will publish the Final EIR, which will be used in the General Plan adoption hearings.

Notice of Determination. Rincon will assist in the preparation and filing of the Notice of Determination. County will pay the applicable filing fees. Upon FEIR certification and approval of the plan designation and zone changes, Rincon will submit the draft Notice of Determination (NOD) to County staff for delivery to the County Clerk and/or State Clearinghouse.

- County staff will prepare all CEQA Findings and, if necessary, Statement of Overriding Considerations.
- All filing fees (County, California Fish and Wildlife) will be paid by the County.
- County staff will distribute the NOA to responsible agencies, and interested agencies, organizations, and persons.

Deliverables: please see above.

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. Contractor shall submit monthly invoices for Services rendered during the prior month and identifying the number of hours spent on each task identified below. County shall pay Contractor within thirty (30) business days of receipt of a satisfactory invoice. In no event shall the County's fiscal obligation exceed \$450,000 without prior authorization in the form of an amendment to this Agreement

BUDGET -- NOT-TO-EXCEED FEE BY TASK

	SUBTOTAL BY FIRM with Direct Expenses	Task 0 Project Initiation & Management	Task 1 Rezoning & General Plan Amendments	Task 2 Environmental Analysis	Direct Expenses*
Wallace Roberts & Todd *	\$205,000	\$30,000	\$160,000	\$8,000	\$7,000
Rincon Consultants	\$134,700	\$21,000	\$12,300	\$97,400	\$4,000
Miller Planning Associates	\$34,200	\$2,000	\$31,800	\$0	\$400
PCRC	\$26,300	\$1,100	\$25,000	\$0	\$200
W-Trans	\$25,000	\$600	\$6,000	\$18,000	\$400
Nuestra Casa	\$14,000	\$1,300	\$12,500	\$0	\$200
CSW ST2	\$10,800	\$0	\$6,800	\$3,800	\$200
SUBTOTAL TOTAL BY TASK		\$56,000	\$254,400	\$127,200	\$12,400
GRAND TOTAL	\$450,000	<i>* WRT Direct Expenses includes up to \$5,000 for CBO Stipends</i>			

BILLING RATES

Wallace Roberts & Todd	Principal	\$250.00
	P.M. / Sr. Planner	\$180.00
	Staff Level I	\$110.00
	Project Admin	\$100.00
Rincon Consultants	Principal	\$247.00
	Project Manager	\$201.00
	Staff Level II	\$134.00
	Staff Level I	\$129.00
Miller Planning Associates	Principal	\$200.00
PCRC	Project Manager	\$225.00
	Staff Level I	\$185.00
	Oral Translation	\$325.00
	Written Translation	\$225.00
W-Trans	Principal	\$280.00
	Project Manager	\$160.00
	Staff Level II	\$125.00
	Staff Level I	\$115.00

Nuestra Casa

Principal	\$80.00
Project Manager	\$36.00
Staff Level II	\$32.00
Staff Level I	\$25.00

CSW | ST2

Principal	\$225.00
Engineer II	\$152.00
Engineer I	\$125.00