

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

This Agreement is entered into this ___ day of September 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Baird + Driskell Community Planning, hereinafter called "Contractor."

* * *

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

Whereas, since 2006, County and City/County Association of Governments of San Mateo County (C/CAG) have co-sponsored a multiyear project called the 21 Elements Project (the "Project") through which all twenty-one jurisdictions in San Mateo County (collectively, "Jurisdictions") have cooperated to sub-allocate the County's share of planned regional housing growth, update local Housing Elements, and collaborate on housing policy; and

Whereas, the Project has proceeded through a number of phases, providing important benefits to Jurisdictions, including cost savings in preparation and successful certification of their respective Housing Elements; and

Whereas, County wishes to retain the services of Contractor for the period FY 2021- 23 in order to continue the cost-effective, successful, and collaborative work of the Project; and

Whereas, on June 10, 2021, the C/CAG board authorized the use of \$150,000 in Congestion Relief Plan –Linking Housing with Transportation funds for FY 2021-22 for reimbursement of Project costs incurred in FY 2021-22; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing support to the jurisdictions in implementing housing element programs and addressing important housing issues in the County of San Mateo.

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—Hours,
Payments and Rates
- Attachment IP—Intellectual
Property

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. The Scope of Services is projected to cost a total of One Million One Hundred Fifty-Eight Thousand Seven Hundred Ninety-Four Dollars (\$1,158,794) as set forth in Exhibit B. Funding for fiscal year 2021-2022 of this Agreement is provided by County, in the amount of One Hundred Sixty Thousand Two Hundred Seventy-Two Dollars (\$160,272). In addition, funding for fiscal year 2021-2022 of this Agreement is provided by County's allocation of California State Housing and Community Development Department ("State HCD") Regional Early Action Planning Grant Program ("REAP") funds in the amount of Two Hundred Sixty-Nine Thousand One Hundred Twenty-Five Dollars (\$269,125), subject to County's timely receipt of REAP funds from State HCD. City/County Association of Governments ("C/CAG") shall contribute One Hundred Fifty Thousand (\$150,000) of Congestion Relief Funds to this Agreement for the fiscal year 2021-2022 of this Agreement, pursuant to the terms set forth in the Cooperative Agreement entered into between C/CAG and County. The total contribution of funds for this Agreement for fiscal year 2021-22 will be Five Hundred Seventy-Nine Thousand Three Hundred Ninety-Seven Dollars (\$579,397). The same level of contribution from each source identified above is expected for fiscal year 2022-23 of this Agreement. In addition, it is anticipated that jurisdictions within County, other than County, will contribute \$45,600 in aggregate each year to the Project. In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of the termination or expiration of the Agreement, whichever occurs first.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2023.

5. Termination; Availability of Funds

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

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

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as “contract materials”) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Contractor may reference and use materials for marketing purposes and other work purposes subject to the requirements as set forth in Attachment IP—Intellectual Property. 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) Contractor shall hold harmless, defend and indemnify County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney’s fees and other costs of litigation, arising out of, or in connection with, Contractor’s negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of County..

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 requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

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

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

- Comprehensive General Liability... \$1,000,000(Applies to all agreements)
- Motor Vehicle Liability Insurance... \$1,000,000
(To be checked if motor vehicle used in performing services)
- Professional Liability.....
\$1,000,000 (To be checked if Contractor is
a licensed professional)

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

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

11. Compliance With Laws

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

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

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

e. Discrimination Against Individuals with Disabilities

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

with disabilities.

f. History of Discrimination

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

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

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 11, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, 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.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

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

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

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

15. Merger Clause; Amendments

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

document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

Name/Title: Raymond Hodges, Director of Department of Housing
Address: 264 Harbor Blvd. Bldg. A, Belmont, CA 94002
Telephone: (650) 802-5024
Email: rhodges@smchousing.org

In the case of Contractor, to:

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

18. Electronic Signature

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

For Contractor:

	8/25/2021	Principal
_____ Contractor Signature	_____ Date	_____ Joshua Abrams



For County:

COUNTY OF SAN MATEO

_____ President, Board of Supervisors, San Mateo County	_____ Date
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ATTEST:

By:
Clerk of Said Board

Exhibit A

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

A. Housing Elements and Regional Housing Needs Allocation (RHNA)

A1. Assist jurisdictions in completing Housing Elements

A2. Assist with Sites Inventory – One-on-one-work with jurisdictions within San Mateo County (collectively, “Jurisdictions”), to analyze available sites. Additional one-on-one work with Jurisdictions, as needed. Produce material that is applicable to all Jurisdictions. Budget for this item includes access to data and sub consultants.

A3. Additional Housing Element Outreach – Expand the Let’s Talk Housing outreach effort to include an additional series of meetings and grants to nonprofits. Grants will be closely coordinated with Jurisdiction staff. Budget for this item includes grants to nonprofits.

A4. General Assistance with Housing Element – Additional hours to assist Jurisdictions with Housing Element needs, for example, city council presentations, one-on-one meetings with Jurisdictions’ staff, or additional analysis about select topics.

A5. Assist Jurisdictions on Housing Element Annual Progress Reports (APRs) — Assist Jurisdictions in compiling information and completing their APRs that are due to State HCD by April 1st of each year. Completion of APRs is necessary in order for Jurisdictions to receive State HCD funding and to comply with other State HCD requirements. Assistance may include trainings, memos, useful definitions, data sources, etc.

B. Assist Jurisdictions with New State Laws and Requirements

B1. Assist Jurisdictions with SB 35 and Housing Accountability Act (HAA) Implementation — Assist Jurisdictions with implementing SB 35 (Streamlined Ministerial Approval Process) and HAA requirements; including summary memos, sample staff reports, presentations, objective development standards, processing questions, etc. Assistance may include the provision of written materials, training and presentations.

B2. Assist Jurisdictions and C/CAG with New State Laws — Assist jurisdictions with analysis and implementation of any new State laws related to land use, housing and other inter-related items. Assistance may include the provision of written materials, training and presentations, including a summary of new laws and bills. Participate in C/CAG and DOH staff and public meetings, particularly in the context of new housing laws and proposals.

C. Accessory Dwelling Units (ADUs)

C1. Improve ADU Approval Process — Work with up to four Jurisdictions to identify and reduce friction points between homeowners/designers/builders and Jurisdiction rules, materials, regulations and interactions during the ADU information gathering, review, approval, construction and final occupancy process.

C2. Conduct Outreach to Promote New ADUs — Work with Home for All, HEART,

Jurisdictions and others to promote new ADUs. This may include coordination, meetings, preparation of materials, tours, workshops, presentations and participation in other actions and activities.

C3. Conduct Additional ADU Tasks/Products — Undertake a number of other tasks to support the creation of ADUs, including, for example, refreshing the existing ADU workbook and website.

D. Promoting New Housing

D1. Collect Countywide Data — Produce a summary of housing and transportation trends in the county. Information will include housing units produced or proposed, impact fee collected, and new policies adopted. This task also includes an update of the parking standards survey.

D2. Assist C/CAG with Updating the PDA Strategy — Assist C/CAG as needed in coordinating with MTC on updating the San Mateo County Priority Development Area (PDA) Investment & Growth Strategy to respond to new requirements. Tasks will be limited, but may include, among items identified by C/CAG staff, data collection, written materials, presentation materials and attendance and presentations at C/CAG meetings.

D3. Prepare Materials to Increase Community Understanding — In coordination with Home for All, produce materials to address community concerns and acceptance of affordable housing opportunities and new State laws related to density and development approvals.

E. Promoting Affordable Housing

E1. Assist Jurisdictions with Accessing Funding Sources — Assist with the preparation of materials and coordination efforts to better position the County to receive funding related to transportation, housing and land use, including SB2. Budget for this item may include a topic specialist sub-consultant.

E2. Impact Fees and Inclusionary – Produce material to help Jurisdictions complete five-year reports and assist Jurisdictions in completing annual reports. Update 21 Elements' summary of inclusionary zoning and impact fee policies for San Mateo.

E3. Support Doorway/DAHLIA Implementation — Support the San Mateo County rollout and implementation of Doorway. This includes facilitating meetings, interviews with stakeholders, raising funds for Doorway, etc.

E4. Affirmatively Furthering Fair Housing — Produce material to help Jurisdictions understand the new state law regarding Affirmatively Furthering Fair Housing. Budget for this item may include a sub-consultant.

E5. Launch Workgroup on Affordable Housing Management Best Practices – Work with Jurisdictions to identify key affordable housing management best practices and identify opportunities to better manage the existing and future stock of affordable housing. Conduct a document search to try to find affordable units that are currently being rented at market prices. Budget for this item may include a subject matter expert sub-consultant.

E6. Assist with Housing Trust Fund Management – Work with jurisdictions and DOH to help

Jurisdictions prioritize and spend their affordable housing trust fund dollars. Budget for this line item will be for a subject matter expert sub-consultant.

F. Meetings, Coordination and Organizational Development

F1. Support Planning Commissioner Trainings and Planning Directors Meetings— Host 2-3 Planning Commissioner Trainings, including one on housing and one on transportation. Additional work may include writing a Planning Commissioners Manual. Continue to support a regular meeting of Community Development Directors to discuss housing and related topics.

F2. Trainings and Other Meetings— As issues arise, prepare and implement materials for webinar training and information sharing. Host three peer learning events and three 21 Elements meetings, topics to be determined.

F3. Coordinate with Others - As appropriate, attend and participate in Home for All Work Group and Steering Committee meetings, C/CAG meetings, etc. This will include participation in ADU implementation coordination meetings.

F4. Respond to Cities Requests - Provide easy and direct access for Jurisdictions to ask questions, distribute information, query other jurisdictions, obtain updated information on State laws and particular items of importance, etc.

F5. Organizational Development - Maintain the 21 Elements website, including linkages with other county and city initiatives, updates to contact list, managing day-to-day operations, etc.

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 as set forth in the three tables below which identify the overall budget, distribution of total hours by task, and the amount to be billed to the County by fiscal year. Modifications to the monthly billing tables may be made separately, without amendment to this Agreement, through consultation between the Director of DOH or designee, C/CAG Director or designee, and Contractor followed by written authorization from the Director of DOH or designee.

		2021/2022		2022/2023		Total	
		Hours	Prof Costs	Hours	Costs	Hours	Prof Time
A1	Assist in completing Housing Elements	2204	\$337,212	2396	\$366,588	4,600	\$703,800
A2	Additional Sites Inventory Assistance	510	\$78,030	65	\$9,945	575	\$87,975
A3	Additional Housing Element Outreach	180	\$27,540	180	\$27,540	360	\$55,080
A4	Additional Housing Element Assistance	200	\$30,600	200	\$30,600	400	\$61,200
A5	Assist with Annual Progress Report	20	\$3,060	15	\$2,295	35	\$5,355
B1	SB 35 and HAA	20	\$3,060	15	\$2,295	35	\$5,355
B2	New State Laws	20	\$3,060	25	\$3,825	45	\$6,885
C1	ADU process improvement	0	\$0	80	\$12,240	80	\$12,240
C2	Outreach to promote ADUs	0	\$0	80	\$12,240	80	\$12,240
C4	Additional ADU Tasks	20	\$3,060	50	\$7,650	70	\$10,710
D1	Collect Housing data	20	\$3,060	25	\$3,825	45	\$6,885
D2	Assist with PDA strategies	20	\$3,060	25	\$3,825	45	\$6,885
D3	Community Understanding of Housing Need	22	\$3,366	50	\$7,650	72	\$11,016
E1	Access to Funding	30	\$4,590	27	\$4,131	57	\$8,721
E2	Impact Fees and Inclusionary	30	\$4,590	25	\$3,825	55	\$8,415
E3	Doorway/DAHLIA	30	\$4,590	30	\$4,590	60	\$9,180
E4	AFFH	50	\$7,650	25	\$3,825	75	\$11,475
E5	Affordable Unit Best Management	30	\$4,590	160	\$24,480	190	\$29,070
E6	Housing Trust Funds	120	\$18,360	25	\$3,825	145	\$22,185
F1	Planning Commission and Planning Directors	40	\$6,120	60	\$9,180	100	\$15,300
F2	Training and Other Meetings	50	\$7,650	50	\$7,650	100	\$15,300
F3	Coordination	20	\$3,060	25	\$3,825	45	\$6,885
F4	Requests as needed	80	\$12,240	80	\$12,240	160	\$24,480
F5	Organizational Development	70	\$10,710	75	\$11,437	145	\$22,147
	Total	3786	\$579,258	3788	\$579,526	7,574	\$1,158,784

Attachment IP
Intellectual Property
Rights

The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.

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