

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
MIG**

THIS AGREEMENT, entered into this ____ day of _____, 20____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MIG,
hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of preparing the North Fair Oaks Community Plan Update.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A—Services
- Exhibit B—Payments and rates
- Exhibit C—Scope of Work
- Exhibit D—Rate and Budget

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibits "B" and "D," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits "A" and "C."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibits "A" and "C," County shall make payment to Contractor based on the rates and in the manner specified in Exhibits "B" and "D." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed Four Hundred Fifty-Five Thousand Dollars and No Cents (\$455,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 15, 2009, through September 30, 2011.

This Agreement may be terminated by the Director of Community Development or his/her designee at any time without a requirement of good cause or by the Contractor should the County be in material breach of contract or performance be rendered impossible due to unforeseeable circumstances upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. 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 portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

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

6. 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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 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, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Except as specifically set forth in this Agreement and the Exhibits thereto, Contractor shall not assign this Agreement or any portion thereof 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 the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (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 the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap 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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law 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.

11. Non-Discrimination and Other Requirements

A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual 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 this Agreement.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *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 of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* 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
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - 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 examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations 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 the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

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

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. **Notices**

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

In the case of County, to:

Director of Community Development
Planning and Building Department
455 County Center, 2nd Floor, Mail Drop PLN122
Redwood City, CA 94063

In the case of Contractor, to:

MIG
Attn: Adele Torreano
800 Hearst Avenue
Berkeley, CA 94710

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

MIG



Contractor's Signature

Date: 8.28.09

Exhibit "A"

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

Contractor shall complete the preparation of the North Fair Oaks Community Plan Update. A complete Scope of Work and Table of Labor Costs are included in Exhibits "C" and "D."

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A," County shall pay Contractor based on the following fee schedule:

County shall monitor the work submitted by the Contractor to ensure to the satisfaction of the Director of Community Development that the work quality and quantity meet the expectations outlined in Exhibit "C."

County will pay Contractor within thirty (30) days of receipt of a monthly invoice from Contractor itemizing the work done and using the billing rates indicated in Exhibit "D." The invoice shall indicate in detail the work performed, including hours and rates for work completed, and services and deliverables provided. In the event that County staff determines that the invoice is inadequate or fails to provide enough information for County staff to assess Contractor's compliance with the terms and timing of services under this contract, the County will return the invoice to Contractor with an explanation and request for missing information. The County shall not be obligated to pay Contractor until Contractor submits a corrected invoice, demonstrating satisfactory compliance with the terms and timing of services.

In no case shall the total amount payable under this contract for the work indicated in Exhibit "C" exceed \$455,000 without prior written consent of County in the form of an amendment to this Agreement.

SCOPE OF WORK

Contractor (“MIG,” “MIG and team,” “MIG team,” “project team,” “consultant team”) will undertake and perform services related to, and complete, the update of San Mateo County’s North Fair Oaks Community Plan. The tasks and services described below will be performed throughout the course of the project. All tasks required to be completed to meet the terms shall be included in this scope and shall include, but not be limited to, the following:

Phase 1: Existing Conditions Analysis and Visioning

Task 1: Project Initiation

After execution of the contract, MIG and team will consult and collaborate with the County and other stakeholders to refine the project work program and schedule, and will undertake an initial analysis of existing conditions. These tasks will include:

1.1 Staff Kick-off Meeting and Site Tour

- MIG and team will participate in a three-hour kick-off meeting with County staff to discuss desired project outcomes; refine the work program, establish schedule and deliverables; and identify project management protocols. Management protocols will include methods and timing of project meetings, check-ins, communication methods, key team contact persons from the County and from MIG and all subconsultants, and other key project management tasks.
- MIG and team will tour the project area to begin an interactive discussion about preliminary assets, opportunities and vision.
- MIG will photographically document existing site conditions for use in Task 2.

1.2 Final Work Program, Schedule, and Project Management Plan

- MIG will finalize the project work program and schedule to reflect the outcomes of the kick-off meeting and other input from the County.

1.3 Public Outreach and Community Engagement Plan

- MIG and team, in collaboration with the County, will refine the community outreach strategy. This will include:
 - Identification of key stakeholder and community groups;
 - Identification of membership of advisory groups (including project Steering Committee, and Technical Advisory Group, described in Task 7, below);
 - Approach to community workshops and charrettes;
 - Approach to youth engagement;
 - Tools and methods for communicating with and involving the community;
 - Tentative timing of community workshops, Steering Committee meetings, and other key community outreach steps;
 - Tentative timing of presentations and hearings with Board of Supervisors’ Committees, the Planning Commission and the Board of Supervisors.

1.4 Project Website

- MIG will work with County staff to develop an interactive online content management and outreach tool (website). The project website will be linked to the County's existing website and used by County staff and consultant team to share and disseminate project-related information. The website will also provide news updates and list upcoming meetings, events and milestones throughout the planning process.

Key Deliverables:

- Revised Work Program and Project Schedule
- Draft Public Outreach and Community Engagement Plan
- Project Website Template and Initial Website Content
- Project Management Plan and Protocols

Task 2: Existing Conditions Analysis

2.1 Existing Data and Document Review

- MIG and team will review base data and relevant background planning documents supplied by the County to gain further detailed knowledge of previous and existing planning efforts, and a strong understanding of the social, cultural and historical context of the project area.

2.2 Site Visit and Existing Conditions Analysis

- MIG and team will conduct an existing conditions analysis to provide an overview of assets, issues and opportunities for the project area. The analysis will include narrative, mapping, and tabular data to present an overall understanding of land use, urban design, transportation and transit, infrastructure, community facilities, housing, public health and site design issues and opportunities specific to the project area.

The Existing Conditions Analysis will include the following tasks and products:

2.2.1 Mapping and Graphic Materials

- MIG and team will produce a graphic suite of materials to illustrate the existing conditions. Maps may include the following, as needed by the project, at the County's discretion:
 - Regional Context and Project Area
 - Circulation, Transit Routes and Stops
 - Land Use and Zoning
 - Vacant and Underutilized Parcels
 - Ownership Pattern
 - Public Facilities and Amenities
 - Pedestrian Environment
 - Character-Defining Elements and Districts
 - Parcel and Building Figure Grounds
 - Location of Significant Infrastructure
- MIG will collect GIS data with ArcView shape files and recent geo-referenced aerial images. The County will provide MIG with all of the County's relevant mapping data.
- MIG and team will create street cross-sections of key streets and rights-of-way in the project area.

2.2.2 Best Practices Study

MIG and team will research and present three (3) case studies of planning efforts that have successfully leveraged transit-oriented development into broader community and economic revitalization. The case studies will identify best practices and keys to success, based on a literature review and interviews with local stakeholders. The case studies will also document the respective roles of community groups and the private and public sectors in planning and implementation. In addition, the case studies will highlight affordable housing strategies in each case study, incorporating these findings into Task 5.1. The case studies will be selected, to the extent possible, from communities that are similar to North Fair Oaks in character, composition, and other issues.

- MIG will summarize the case study information into a memorandum of 10-15 pages and a slide presentation for future use in community workshops, neighborhood involvement meetings and other County use. The County will provide feedback on the initial case study selection before the memorandum is prepared and one round of consolidated edits to the memorandum.

2.2.3 Land Use, Urban Form and Key Opportunity Sites

- MIG and team will conduct a thorough site analysis and photo documentation that will constitute base materials for the existing conditions mapping and analysis in terms of land use and urban form. Working with County staff, the team will identify key opportunity sites that can catalyze redevelopment in the project area.
- MIG will summarize this analysis into a chapter to be included in the Existing Conditions report. The County will provide one round of consolidated edits to the chapter.

2.2.4 Infrastructure

- MIG and team will identify and evaluate the status of existing public infrastructure in the study area. This work effort will include field reconnaissance visits, review of available infrastructure as-builts from Caltrans, Caltrain JPB, the Cities of Redwood City and Menlo Park, San Francisco Water Department (Hetch Hetchy Water System) and Public Utilities Commission, and interviews with staff from the County Public Works Department to develop a picture of the existing infrastructure in place within the study area.
- During site visits, MIG and team will research the condition of existing storm drain, sanitary sewer, water, recycled water, electric and gas infrastructure, and provide planning level base maps for each type of facility. MIG and team will also evaluate street pavement, sidewalks, curbs and gutters, and will assess driveway and curb ramps to determine compliance with ADA requirements.
- MIG and team will meet with all utility providers for the area to discuss any known existing capacity and condition issues affecting the sanitary sewer collection and treatment systems, storm drain infrastructure, and domestic water system. MIG and team will also research recycled water infrastructure in the project area. Based on the existing information provided, MIG and team will assess current levels of demand in the project area.
- MIG and team will summarize findings related to the current existing conditions and constraints, any upgrade needs, and future opportunities for the project area. Based on feedback from the County, MIG and team will respond to County comments and update the Utilities portion of the Report.
- MIG will summarize this analysis into a chapter to be included in the Existing Conditions report. The County will provide one round of consolidated edits to the chapter.

2.2.5 Parks and Recreation

- MIG and team will inventory existing park and recreation facilities and review local recreation trends to identify opportunities for improving or expanding existing facilities. MIG will also incorporate information from the recent Redwood City Parks Needs Assessment study that included North Fair Oaks.
- MIG will summarize this analysis into a chapter to be included in the Existing Conditions report. The County will provide one round of consolidated edits to the chapter.

2.2.6 Public Health

- MIG and team will conduct an assessment of built environment conditions that affect public health in the North Fair Oaks community. Topics to be addressed will include:
 - Access to parks and recreation that support active living;
 - Access to healthy food options such as full-service grocery stores, farmer’s markets, community gardens and “edible school yards”;
 - The number of liquor stores and fast food restaurants in the community;
 - Access to safe and convenient public transit, walking and bicycling, including routes to active public spaces;
 - Access to quality and affordable housing;
 - Access to economic opportunity and availability of living wage jobs that align with the skills and training of residents;
 - Existing neighborhood design and infrastructure that promotes or discourages walking and bicycling;
 - Crime, violence, and general safety in neighborhoods and public spaces; and
 - Environmental quality and sustainable development.
- MIG will collaborate with the County Health System in determining which topics should be addressed in the public health assessment, what data should be collected, what methods and metrics should be used for analysis, and other key elements to be considered and used in the assessment.
- MIG will summarize this analysis into a chapter to be included in the Existing Conditions report. The County will provide one round of consolidated edits to the chapter.

2.2.7 Parking and Circulation

- Using available data, resident and stakeholder input, and other sources, MIG and team will examine the existing parking and circulation system in North Fair Oaks, including problematic intersections, Level of Service issues, circulation patterns, impediments, and opportunities, bicycle and pedestrian paths, parking availability, challenges, and opportunities, transit connections, and other relevant parking and circulation information and data.
- MIG will summarize this analysis into a chapter to be included in the Existing Conditions report. The County will provide one round of consolidated edits to the chapter.

2.2.8 Housing

- MIG and team will review the County’s current Housing Element, draft versions of the County’s latest Housing Element Update, and other County housing studies and documents to evaluate local affordable housing needs. MIG and team will supplement this data with a more concentrated analysis of the North Fair Oaks housing market. Specifically, the needs assessment will identify and evaluate

local population, employment, housing trends, and projections for future growth. In addition, the analysis will explore existing and projected demographic characteristics such as household income distribution, age, household type and tenure, educational and occupational characteristics, and place of employment. This portion of the analysis will utilize data from ABAG, the State Finance and Employment Development Departments, the U.S. Census, and other commercial and governmental data sources.

- This task will also include an analysis of current and past housing market conditions in the North Fair Oaks, looking in particular at conditions at the peak of the recent market cycle. This task will examine the match between the demand and supply sides of the local housing market, and address factors such as rents, sales prices, vacancy rates, planned and proposed new housing, and identification of under-served market segments (i.e., by income level and housing types).
- MIG and team will review the County's current Housing Element and interview staff to identify existing tools that might be further focused in North Fair Oaks (e.g., the County Rehab Program, First Time Homebuyer Programs, Homesharing Program, etc.). MIG and team will also interview members of the Countywide Housing Solutions Network, including HIP Housing, the HEART of San Mateo County, and affordable housing developers to understand current conditions and any potential barriers to addressing needs, such as land use controls, site conditions, the availability of County resources, and other factors.
- MIG will summarize this analysis into a chapter to be included in the Existing Conditions report. The County will provide one round of consolidated edits to the chapter.

2.3 Preliminary Market Demand Analysis

- MIG and team will survey existing conditions and identify opportunities for community, economic, and real estate development activities.
- MIG will prepare an Overview of Key Land Uses, which will include market overviews of up to three key land uses that could occur in the project, including multifamily housing (including rental and for-sale), commercial space (including office, retail, and mixed-use), and industrial and flex uses. This task will include a survey of current sale prices, absorption rates, lease rates, and occupancy rates in North Fair Oaks. Potential development orientation around transit nodes will also be considered. The retail analysis will consider local household buying power, as well as the available retail supply in North Fair Oaks and surrounding jurisdictions, focusing particularly on neighborhood-serving retail.
- MIG will prepare an Overview of Community Development Resources, which will identify and describe local resources that may be leveraged for community development activities. Resources to be identified include faith-based institutions, merchants groups, neighborhood associations, school-based organizations and others. These social networks can serve as vehicles for culturally competent community engagement and implementation of the programmatic aspects of the Community Plan, and will be used to inform both the public outreach efforts, and the Plan's Implementation Program.
- MIG and team will prepare a Demographic Trends Analysis, which will include a comprehensive demographic analysis of Study Area population, subpopulations, and households. Future population and demographic trends will be evaluated for their potential impact on the types of uses and development products that can be supported.
- MIG and team will prepare a memo that identifies the market potential, key opportunities, and constraints to development of various land uses in North Fair Oaks. This memo will offer programmatic approaches to neighborhood revitalization using planned transit-oriented development

(TOD) facilities and public facilities (e.g., Fair Oaks School, Fair Oaks Community Center) as possible foci for community building efforts. The memo will also include potential strategies to spur local economic development, taking into account resources at the county and state level for workforce development and small business assistance. The County will provide input on the outline and format for the Market Demand Analysis and one round of consolidated edits on the Market Demand Analysis memo.

Key Deliverables:

- Existing Conditions Analysis Report, to consist of Chapters and Maps listed above, including the findings and analysis of all components listed in Task 2.2. The County will provide one round of consolidated edits on each of the chapters, and a second round of consolidated edits on the Existing Conditions Report in its entirety. The report will be delivered electronically in Word and PDF format, and Best Practices slide presentation will be delivered in PowerPoint format.
- Market Demand Analysis Memo, including all components listed in 2.3 above, delivered electronically in Word and PDF format.

Task 3: Community Visioning

3.1 Steering Committee (SC) Meetings (2 Total)

- MIG will participate in at least two (2) two-hour Steering Committee (SC) meetings as part of Task 3, to discuss the planning process, public outreach program, existing conditions analysis and vision and development framework.
 - MIG will participate in one Steering Committee meeting, near the beginning of the Community Plan Update, to address the following topics: overall planning process, community engagement process, outcomes and milestones; assets, challenges, opportunities and priorities; vision for the project area; and key planning considerations such as sustainability and quality of life.
 - MIG will participate in a second Steering Committee meeting after creation of land use alternatives that will address the following topics: existing conditions analysis; overarching goals and vision for the project area; and development alternatives.

3.2 Stakeholder Interviews (20 Total) and Meetings (2 Total)

- MIG will conduct face-to-face and phone stakeholder interviews to get feedback from business groups, community-based organizations, service providers, community leaders, elected officials, board and commission members, local developers and brokers about potential vision, priorities, challenges and opportunities for the project area. The MIG Team will conduct twenty (20) 20-minute stakeholder interviews. This task will include interviews to flesh out the opportunities and issues surrounding community and real estate development in the project area and will focus on current economic and development conditions in North Fair Oaks, and constraints and incentives to development.
- MIG will conduct meetings with key stakeholder groups to engage the early in the planning process and get their buy-in. The MIG Team will conduct two (2) two-hour stakeholder meetings.
- Participants in stakeholder interviews and meetings will be jointly determined by MIG and County staff, as described in Task 1.3.

3.3 Youth Engagement Program

- MIG will design a program to engage youth in conducting an existing conditions assessment in the community, to identify issues that most affect local youth. Youth will also assist in developing key recommendations for improvement. MIG will work with existing youth organizations, and County staff, to develop the program and coordinate tasks. Youth working on the project may directly present their findings to County staff, Steering Committee and community members.

3.4 Outreach Newsletter #1

- MIG and team will develop a bilingual project update newsletter to be distributed to community members, as part of the Public Outreach plan. Newsletter #1 will include a description of the project, status updates on the project, key milestones, planning process and dates for the upcoming visioning workshop, other opportunities for community participation, and ways to obtain more information on the project. MIG will develop the newsletter, with County collaboration, and the County will be in charge of printing and distribution of the newsletter. MIG will provide translation services into Spanish for the newsletter content. Translation into any additional languages will be an additional task beyond the scope of this contract.
- The newsletter will be produced as a four-page full-color document on folded 11" x 17" paper. The County will provide two rounds of consolidated edits on the newsletter content and layout.

3.5 Community Workshop #1: Visioning

- MIG will conduct a three-hour bilingual community workshop or visioning fair at a central location in North Fair Oaks.
- At this workshop, MIG will lead community participants in a discussion of vision, issues and opportunities related to the project area, and will lead small break-out groups in activities to brainstorm possible future land use scenarios.
- Community Workshop #1 will address the following topics:
 - Planning process, purpose and key outcomes for the project;
 - Area-wide assets, issues, and opportunities;
 - Best practices for TOD, sustainable urban design and redevelopment;
 - Market demand analysis;
 - Existing conditions analysis;
 - Reviewing, refining and confirming the community vision for future development of the station area that was developed as part of the North Fair Oaks Community Action Plan process in 2007;
 - Potential land use, development intensity and urban design opportunities in the project area;
 - A 'Visual Preference Survey' to gauge level of community comfort for massing, scale and density of new development;
 - Opportunities for further community input and involvement in the Community Plan process.
- MIG will prepare all necessary materials for the visioning workshop, to include a comment card, Newsletter #1, three wall posters, small group activity materials, PowerPoint graphics, and other materials. Materials will also include up to three visual simulations using photo modeling to depict conditions, potential development patterns, and other information. MIG will print up to three wall posters. Printing of any other required hard copies of materials will be the responsibility of the County, or will be reimbursed by the County, if mutually agreed on by MIG and the County. MIG will collaborate with the County to prepare noticing materials for the meeting, as well as to prepare

content for noticing in electronic and other formats. The County will be responsible for mailing meeting notices, sending meeting notice emails, and other types of notice transmission.

- MIG will be responsible for meeting facilitation, and for taking comprehensive notes, minutes and other records of the workshop. MIG will prepare meeting notes, minutes, feedback, and other outcomes of the first community workshop in summary form for use in other parts of the project. The County will provide one round of consolidated edits to the summary. MIG and team will also translate all meeting materials into Spanish and provide a Spanish-language facilitator or interpreter during the meeting. Translation into any additional languages will be an additional task beyond the scope of this contract. MIG and team will provide at least four staff members at the workshop.

3.6 Vision, Goals and Development Framework

- MIG will develop a Vision, Goals and Development Framework and three preliminary land use alternatives for the project area using input from the Steering Committee, stakeholders, youth outreach and the first community workshop. The Vision, Goals and Development Framework will include a description of its relationship to the San Mateo County Shared Vision 2010-2025.
- MIG, in collaboration with the County, will develop a land use planning evaluation matrix based on the community vision framework that will guide the project team and community moving forward in the land use planning process.

Key Deliverables:

- Steering Committee presentation materials, including handouts, graphics, slide presentations, and other materials for two (2) Steering Committee meetings. The County will provide one round of consolidated edits for each deliverable and will be responsible for printing of materials.
- Youth Engagement Program
- Outreach Newsletter #1
- Vision, Goals and Development Framework Document, including three preliminary land use alternatives, delivered electronically in Word and PDF format.
- Community Workshop Notices and other outreach materials. Notices will be delivered in electronic format, and printing and distribution will be the responsibility of the County.
- Community Workshop Materials, including handouts, wall graphics, posters, comment cards, and other necessary materials. The County will provide one round of consolidated edits for each deliverable. Printing will be the responsibility of the County, unless otherwise agreed on by MIG and the County.
- Community Workshop #1 Summary, in memo format, delivered electronically.
- Land Use Planning Evaluation Matrix
- Summaries/Minutes of Stakeholder Meetings and Interviews

Phase 2: Alternatives Analysis

Task 4: Initial Plan Concepts

4.1 Draft Land Use Alternatives

- MIG will develop three (3) land use scenarios and plan concepts for the project area based on the Vision and Development Framework developed in Phase 1. These alternative scenarios will analyze a range of uses, development intensities and character; access and connectivity; and community

benefits. County staff will review the alternative scenarios and provide a consolidated set of comments to the project team. A refined version will be presented to the Steering Committee and community for review.

- Plan concepts will incorporate and address the following areas:
 - Pedestrian- and bicycle-oriented streetscape improvements;
 - Transit-oriented development opportunities;
 - Multi-modal transit connectivity;
 - Circulation and parking improvements;
 - A range of housing options;
 - A range of community-serving retail and commercial options;
 - A range of community amenities and infrastructure improvements;
 - Urban design themes and guidelines, and;
 - Sustainable design and healthy communities features.

4.2 *Steering Committee (SC) Meetings (2 Total)*

- MIG will participate in two (2) additional two-hour Steering Committee Meetings as part of Task 4.
 - MIG will participate in a third Steering Committee meeting that will address the following topics: review and confirm vision and development framework; range of land use alternatives; and feasible transit enhancements. At this meeting, MIG will present the outcomes of Phase 1, including the refined land use alternatives, plan concepts, and other materials developed in the first Phase.
 - MIG will participate in a fourth Steering Committee that will address the following topics: preferred land use alternative and transit service; design standards; preliminary phasing concepts; and implementation.

4.3 *Community Workshop #2: Alternatives*

- MIG will conduct a second three-hour bilingual community workshop at a central location in North Fair Oaks.
- Community Workshop #2 will summarize the findings and outcomes of the previous Community Workshop, the Steering Committee meetings, and other parts of the planning process, and gather input intended to refine the Land Use Alternatives to determine a preferred alternative. Topics addressed at this Workshop will include the following:
 - Community Vision and Development Framework;
 - Potential land use alternatives;
 - Land use planning evaluation matrix.
- The workshop will be an interactive session with a slide presentation as well as large group discussion and small group activities to solicit meaningful feedback from community participants. MIG will facilitate the workshop, including both large group discussion and small group activities, and will take/keep meeting notes, minutes and records. MIG will prepare meeting notes, minutes, feedback, and other outcomes of the second community workshop in summary form for use in other parts of the project. MIG and team will also provide necessary translation and interpreting services into

Spanish for both the meeting materials and the meeting itself. Translation into any additional languages will be an additional task beyond the scope of this contract.

- MIG will prepare all necessary materials for the second community workshop, to include a comment card, up to three wall posters, a slide presentation, small group activity materials, and other materials. Materials will also include revisions of up to three visual simulations and photo modeling to depict conditions, potential development patterns, and other information. MIG will collaborate with the County to prepare a postcard, a flyer, and a poster for noticing in electronic and other formats. The postcard will be 4" x 6" with one full-color side and one black-and-white side. The flyer will be 8.5" x 11" while the poster will be 11" x 17"; both will be in full color. MIG will print up to three wall posters. The County will be responsible for printing all other materials, unless otherwise agreed upon between MIG and the County. The County will be responsible for mailing meeting notices, sending meeting notice emails, and other types of notice transmission.
- MIG will be responsible for meeting facilitation, and for taking comprehensive notes, minutes and other records of the workshop. MIG will prepare meeting notes, minutes, feedback, and other outcomes of the second community workshop in summary form for use in other parts of the project. The County will provide one round of edits to the summary. MIG and team will also translate all meeting materials into Spanish and provide a Spanish-language facilitator or interpreter during the meeting. Translation into any additional languages will be an additional task beyond the scope of this contract. MIG and team will provide at least four staff members at the workshop.

4.4 Refined Land Use Alternatives

- Based on feedback from the Steering Committee, the second Community Workshop, County staff, and other input, MIG will refine the land use alternatives for further analysis in Task 5.

Key Deliverables:

- Steering Committee presentation materials, including handouts, graphics, slide presentations, and other materials for two (2) Steering Committee meetings. The County will be responsible for printing of materials. Three (3) Refined Land Use Alternatives.
- Community Workshop #2 Notices.
- Community Workshop #2 Materials, including handouts, wall graphics, posters, sign-in sheets, comment cards, slide presentation, and other required materials.
- Community Workshop #2 Summary, in memo format, delivered electronically.

Task 5: Preparation of Draft Community Plan

5.1 Final Analysis of Land Use Alternatives and Selection of Preferred Alternative

MIG will undertake further analysis of the Land Use Alternatives, incorporating community, stakeholder, and County input on the Alternatives. Each Alternative will be evaluated and rated on the basis of input received, and how well the components of each alternative meet project objectives. MIG and team will then develop a Preferred Land Use Alternative, based on the findings and outcomes of the planning process. MIG will prepare memorandums and maps summarizing the elements and relative merits of the Land Use Alternatives, including the results final outcomes of the land use planning evaluation matrix.

Analysis of the Land Use Alternatives and selection of the Preferred Alternative will involve evaluation of each alternative's consistency with the Community's vision and input, compliance with project objectives and the MTC Focus Grant requirements, the development impacts of each alternative, each alternative's public health implications, impacts on housing supply and affordability, impacts on all types of

transportation and circulation, impacts on commercial, industrial, recreational, open space, and other land uses, and feasibility of development patterns and implementation. Analysis of the Land Use Alternatives and selection of the Preferred Alternative will also involve the following specific tasks:

- MIG and team will evaluate the Land Use Alternative scenarios in terms of overall circulation needs, transit service, transit facilities, and modal connectivity and integration, pedestrian and bicycle circulation, access and safety. The evaluation will identify transit routing, potential ridership impacts, service needs, gaps in pedestrian and bicycle systems, safe railroad crossings, and potential new transportation facilities to accommodate the development scenarios. MIG and team will prepare a quantitative trip generation comparison of the three land use alternatives.
- MIG and team will analyze the effects of potential strategies and code revisions on parking within the Community Plan area under different development scenarios. The analysis will focus on variations in development standards to determine its effects on development and the parking supply. MIG and team will conduct a preliminary parking supply and demand analysis for two (2) interim land use scenarios. The analyses will assess parking supply and demand for proposed land uses based on the level of detail prepared by the team. The assessment will estimate parking demand for various land use categories using varying rates that reflect whether the uses are within a transit corridor/ transit catchment area or outside of the area. This analysis will be used to refine proposed changes to parking code requirements, strategies, and application areas.
- MIG and team will review the three (3) alternative land use concepts and provide conceptual evaluation of impacts to utility systems to aid in selecting alternatives. Based on the refined alternative selected for evaluation, MIG and team will provide a conceptual evaluation of the impacts that it has on the utility systems. MIG and team will also review sustainability policies with respect to stormwater (such as C.3 compliance, among other issues).

5.2 Draft Plan Components

The Preferred Alternative will form the basis for development of draft components of the Updated Community Plan. Refinement and further development of the Preferred Land Use Alternative and creation of Draft Plan Components will include the following tasks:

5.2.1 Land Use and Urban Design

- MIG and team will develop specific guidelines and standards to address issues of image and identity, preferred land use and its public-private realm, traffic and circulation, and urban design. The massing and character of future development including mass, height, siting, setback, and relationship to the street and neighborhood character will also be addressed.
- MIG and team will develop street design standards that address traffic engineering and safety elements of roadway designs; street cross-sections; dimensions, balance between traveled way and pedestrian realm elements of the street; and prototypical intersection designs that accommodate traffic and transit movement and improve pedestrian safety. Special attention will be paid to design guidelines for El Camino Real and Middlefield Road. The MIG team is working with Caltrans and the Grand Boulevard Initiative to develop acceptable design elements for this state highway, and the corridor-wide design guidelines being prepared by MIG and team may be integrated into the plan's design standards.

5.2.2 Traffic Demand and Circulation

- MIG will complete a walkability and bikeability assessment and develop Pedestrian and Bicyclist Compatibility Measures (measures that rank characteristics, such as safety, of a street to its attractiveness for walking and biking) and Environment Factors (measures of environmental characteristics at the area level that describe how attractive the area is for walking and bicycling). The measures will combine factors such as motor vehicle traffic volume and speeds, lane or sidewalk width, pavement quality, intersection safety, connectivity, and pedestrian and bicycle amenities into an index of overall suitability for travel. The measures will be combined with distances and review of pedestrian travel origins and destinations to determine primary and secondary pedestrian corridors.
- MIG will prepare a multi-modal circulation plan for the North Fair Oaks area. The circulation plan will identify primary and secondary vehicular, pedestrian, bicycle, transit routes, and key bus stops and intermodal facilities, as well as needed improvements appropriate to each street's designation.

5.2.3 Parking Demand Analysis and Parking Management Strategies

- MIG and team will complete a Parking Demand Analysis and create a set of potential Parking Management Strategies for the North Fair Oaks area. This task has three primary outcomes:
 - A qualitative assessment of parking polices, codes and development standards that could be integrated into an overall parking strategy for the Community Plan;
 - An assessment of supply and demand of the land use alternatives based in part on the potential codes and standards; and
 - Recommendations for study area parking policies and development standards.
- MIG and team will conduct a supply and demand analysis for the Preferred Land Use Alternative. The analyses will assess parking supply and demand for proposed land uses based on the level of detail prepared by the team. The assessment will estimate parking demand for various land use categories using varying rates that reflect whether the uses are within a transit corridor/ transit catchment area or outside of the area. This analysis will be used to refine proposed changes to parking code requirements, strategies, and application areas.
- MIG and team will develop candidate parking strategies and potential codes, policies/implementation measures to address parking in the near-term and long-term. A qualitative assessment will be used to rank and compare the effectiveness/desirability of candidate recommendations as input to the parking supply and demand analysis. Parking strategies may include:
 - Changes to current parking code requirements, shared parking provisions, visitor parking, reduced standards for TOD and/or mixed use development, ground floor exemptions, and other potential policy or code changes.
 - Maximize on-street parking (including feasibility of angled parking on certain streets).
 - Parking time restrictions, meters, and establishment of areas for short-term and long-term on-street parking.
 - Potential structured municipal parking in strategic locations, potentially shared with a future transit station.
 - Conventional and innovative Transportation Demand Management and land use measures that could realistically and effectively reduce parking demand, including a discussion of strategies and incentives for increasing transit use such as carshare, subsidized transit passes, and improved pedestrian and bicycle facilities.

- Neighborhood parking impact management strategies.
- MIG and team will develop a parking management strategy to address the issue of high parking demands, including demand generated by residential uses with multiple automobiles that result in high volumes of on-street parking. Types of strategies to address this issue may include:
 - Increasing on-street parking supply through methods such as providing angled parking on appropriate streets.
 - Creation of neighborhood parking reservoirs (secure parking lots potentially on County or private property that serve a distinct neighborhood area, possibly funded through an assessment district).
 - Creation of a Neighborhood Permit Parking Program that permits unlimited parking only for residents of particular areas.
 - Shared or leased parking on property with excess parking (i.e., churches or community facilities).
- The parking analysis will include recommendations for the following:
 - Parking standards and strategies for encouraging transit use, modifying code requirements, and potentially establishing reduced and/or maximum parking ratios for mixed-use development with shared parking, and transit-oriented development.
 - Augmenting off-street parking supply through increased on-street parking or municipal parking facilities in commercial areas.
 - Realistic and effective Transportation Demand Management measures that could be applied to new development to reduce parking demands.
 - Short-term and long-term parking management strategies, particularly related to neighborhoods.
 - Public parking management measures that could be integrated into the policies.

5.2.4 Rail Station Feasibility Assessment

- MIG and team will assess the potential for, and feasibility of, locating rail stations serving the plan area on the existing Caltrain alignment and potential future Dumbarton Rail line. MIG and team will evaluate station spacing and other requirements, and address the impacts and opportunities presented by a potential station. This task will qualitatively evaluate the effects of future rail projects, including the Dumbarton and High Speed Rail systems on the North Fair Oaks community.
- After working with the community and the consulting team to identify a future rail station location and determining whether the location is feasible and conforms to the Dumbarton Rail Plan, MIG and team will develop a multimodal access and connectivity plan to serve the station, focusing on primary and secondary access facilities by mode of travel.

5.2.5 Station Access, Connectivity and Visitability

- MIG and team will create a Transit Access and Connectivity Improvement Plan that will maximize public transit use. The Plan will consider the plan area as a series of overlaid transportation systems, including transit (bus and rail), pedestrian, bicycle, parking, freight, and automobile, and will assess each system individually and as an integrated whole. Measures of effectiveness will be both qualitative and quantitative and will include:
 - Connectivity (as measured through a form of connectivity indexing and directness of routes)
 - Integration (how well systems are integrated with each other and identification of gaps)
 - Accessibility (the proximity of each system and facilities to population, employment and transit)

- The plan will include an assessment of each individual system's circulation pattern – examining how autos, transit, pedestrians and bicyclists, and other forms of transport circulate in the plan area, enter the area from external points, and access key destinations internally, with particular emphasis on access to transit. MIG and team will evaluate the efficiency of each system, identify gaps, and recommend modifications that would increase connectivity, integration, and accessibility.
- The Transit Access and Connectivity Improvement Plan will address access to SamTrans bus transit service and access to nearby rail stations, including all fixed SamTrans routes as well as demand responsive service.
- The Transit Access and Connectivity Improvement Plan will review current routes and schedules and explore opportunities for consolidated routes and one or more intermodal centers serving the plan area. The Plan will also evaluate and recommend improvements to pedestrian and bicycle access routes to current bus lines and potential transit centers, ensuring connectivity from all neighborhoods within the plan area.
- The Plan will address facilities that enhance transit use, such as bus shelters, bike lockers, and other facilities.
- This task will build on work completed by the El Camino Real Grand Boulevard Initiative, and draw from the Institute of Transportation Engineers' "Recommended Practice in Designing Major Urban Thoroughfares for Walkable Communities."

5.2.6 Infrastructure Needs

- Based on the refined alternative selected for evaluation, MIG and team will provide a conceptual evaluation of the impacts that it has on the utility systems. MIG and team will also review sustainability policies with respect to stormwater (such as C.3 compliance, among other issues).
- MIG and team will also identify transportation elements necessary to improve circulation and provide better access to nearby transit stations, including recommendations regarding roadway network locations, pedestrian/ADA improvements and bicycle network plans.
- Based on the development identified in the Preferred Land Use Alternative, MIG and team will estimate the following:
 - Sanitary Sewer Demands. MIG and team will review the demands with County and relevant agencies to determine conveyance and treatment capacity. Specifically, MIG and team will review sanitary sewer pipe capacity with the County to identify sewer mains that may be impacted by development of the project area and what mitigations may be required. This scope of work does not include the preparation of any regional utility capacity studies.
 - Domestic Water. Based on the development identified in the Preferred Concept, MIG and team will estimate ultimate domestic water demands. MIG and team will discuss with the County and relevant agencies how these demands conform to their Urban Water Management Plan and what impact these demands will have on their local distribution network and what mitigations may be required.
 - Recycled Water. If recycled water is anticipated in the project area, MIG and team will estimate recycled water demands for landscape and other recycled water uses and discuss with the County and relevant agencies their ability to serve the area with recycled water.
 - Storm Drainage. MIG and team will review with the County existing known storm drain capacity issues, localized flooding, and provide suggested mitigations. Implementation of the County

storm drain policies will need to be discussed with the impacted neighborhoods as well as agencies from adjacent jurisdictions.

- Water Quality. Based on proposed layout of the Community Plan, MIG and team will identify and evaluate storm water management and treatment option(s) that address NPDES requirements and incorporate LID principles. This analysis will include preferred methods of on-site drainage and treatment, as well as changes and improvements to the storm drain system that best conform to available rights-of-way and easements.

5.2.7 Affordable Housing Strategy

- MIG and team will create a Housing Strategy that will outline methods to promote access to affordable housing in North Fair Oaks. This task will consist of the following steps:
 - MIG and team will summarize the findings of the Needs Assessment, Market Analysis, and other housing analysis undertaken in the Existing Conditions analysis, including a summary of local need, and supply-side and demand-side approaches to address this need. The Strategy will summarize and expand on the evaluation the efficacy of existing affordable housing programs and initiatives in North Fair Oaks, also undertaken in the Existing Conditions Analysis, and provide recommendations to augment these efforts. MIG and team will work with staff to formulate an affordable housing “toolkit” that responds to local market conditions and addresses the potential development patterns and housing needs, goals and objectives identified by the Preferred Land Use Alternative. The tools will include specific strategies to respond to gentrification and to mitigate resident displacement that might result from the development patterns contemplated by the Land Use Alternatives and included in updated Community Plan. If appropriate and necessary, the Strategy will also outline other tools (e.g., land trusts, community development financial institutions, individual development accounts), which are successfully being implemented in other neighborhoods throughout the country, and could be appropriate for North Fair Oaks. Both short-term and long-term strategies will be addressed, to respond to changing market conditions as the economy rebounds.
 - Following review by County staff, MIG and team will prepare a revised Draft Affordable Housing Strategy.

5.2.8 Economic Feasibility

- MIG and team will identify two key opportunity sites in the project area and conduct a static pro-forma analysis of new development at these sites, basing the proposed project on the market demand analysis, as well as input from County staff and the community planning process. For each site, MIG and team will prepare a static pro-forma that identifies total development cost (hard and soft construction costs, financing costs, fees and other requirements, developer profit), sale proceeds and/or value of completed investment properties, and residual land value. This analysis will inform whether development can support land values that property owners expect, and to the extent that it does not, potential actions to address such “feasibility gaps.”
- The final product will consist of a series of Excel spreadsheets with assumptions that can be modified to evaluate alternative project scenarios. Cost and revenue assumptions will draw on findings from market demand analysis, as well as interviews with area developers. The findings from this task will inform any changes in land use form and regulation proposed under the Community Plan. MIG and team will summarize the methodology and findings of this analysis in a brief memorandum.

5.3 Preliminary Draft Community Plan and Draft Implementation Program

- MIG and team will prepare a Preliminary (Administrative) Draft Plan that will, with clear and comprehensive narrative and graphics, present the Draft Plan elements. The Preliminary Draft Plan will summarize the findings, analysis, and outcomes generated by the prior phases of the planning process, including a description of the future vision for the area (the Preferred Land Use Alternative); an existing conditions analysis; key assets and challenges; overall development and revitalization framework and urban design concepts for the area; a unified set of urban design guideline recommendations; appropriate infrastructure and circulation improvements; phasing and prioritization of improvements; and maps and graphics depicting Land Use Alternatives, urban designs, circulation patterns, potential development patterns, and other maps and graphics required to depict the content of the Plan.
- The Preliminary Draft Plan will include changes to General Plan land use designations and other General Plan- and Community Plan-related development policies, standards, and guidelines required to implement the Preferred Land Use Alternative and other goals and objectives determined through the Community Plan update. The development policies, standards, and guidelines will provide a consistent and integrated framework for the design and review of all new development within North Fair Oaks.
- MIG and team will also prepare a draft implementation program, which may (at the County's discretion) constitute a section of the Preliminary Draft Plan, or may be a stand-alone, accompanying document. The draft implementation program will include:
 - Recommended changes to County zoning and subdivision regulations needed to implement the revised General Plan land use designations, development policies, and other programs contained in the Draft Plan, based on the findings of the planning effort to date, to be refined based on additional research and analysis;
 - Other procedural or regulatory changes, programs and policies to implement the changes required for the Preferred Land Use Alternative, Housing Strategy, and other elements of the plan;
 - Funding options and a general financing strategy to implement the improvement efforts;
 - Preliminary actions and recommended timing to act on the implementation steps.
- The Preliminary Draft Community Plan will also explicitly address the incorporation of public health concerns in the design of the built environment, to address health disparities and improve health outcomes. The Draft will include and identify strategies to address the findings of public health analysis and findings from prior parts of the Community Plan Update process.
- The Preliminary Draft Plan and/or Implementation Program will include strategies for funding any improvements (e.g., infrastructure, catalyst projects) needed to implement the Community Plan. Potential funding sources include service districts, tax increment financing, bond financing, public and private grants, New Market Tax Credits, and other strategies. MIG and team will provide input into the economic viability of the plan, identify potential funding sources, and provide recommendations that allow for feasible development from a market, community development, and financial standpoint.
- The Preliminary Draft Plan will also prioritize primary and secondary transportation system improvements; identify transportation-related funding sources; and identify financing strategies;

- The Preliminary Draft Plan will include an infrastructure implementation program to support the final Community Plan. MIG and team will document the existing infrastructure conditions and future infrastructure improvement needs in a section that will be incorporated into the Community Plan. This section will include a summary of existing conditions; a list of the improvements and changes needed to support the proposed development plans; identification of potential constraints to these proposed improvements; and a list of near-term, mid-term, and long-term actions required to support the proposed infrastructure development. MIG and team will also document cost estimates and cost impacts developed in the previous phases of the project.
- The Preliminary Draft Plan will include all necessary maps and graphics to represent the information contained in the Plan. The Plan will be provided to the County in electronic format. The County will provide ongoing feedback on the work plan and outline for each element of the Plan, and will provide two rounds of consolidated edits to each section of the Plan and to the draft implementation program.

5.4 Steering Committee (SC) Meetings (2 Total)

- As part of Task 5, MIG and team will attend, present materials at, respond to comments and feedback, and take and record notes/minutes at two (2) additional two-hour Steering Committee meetings, which will focus on review of the Preliminary Draft Community Plan components, fiscal impacts, and other information related to the Preliminary Draft Community Plan, including preliminary recommended implementation steps.

5.5 Outreach Newsletter #2

- MIG and team will prepare a second bilingual newsletter that will summarize the preferred land use alternative and key concepts from the Preliminary Draft Plan, and include information about the upcoming bilingual Community Open House (Community Workshop #3), and on upcoming Board of Supervisors and Planning Commission hearings on the Plan. MIG will develop the newsletter and will be responsible for translating the newsletter into Spanish. Translation into any additional languages will be an additional task beyond the scope of this contract. The newsletter will be produced as a four-page full-color document on folded 11" x 17" paper in the style of the first newsletter. The County will provide one round of consolidated edits on the newsletter content.
- The County will be responsible for printing and distribution of the newsletter.

5.6 Community Workshop #3: Community Open House

- MIG and team will collaborate in scheduling a three-hour bilingual community open house at a central location in North Fair Oaks. This third Community Workshop will address the Preliminary Draft Community Plan.
- MIG and team will facilitate the bilingual open house, which will be an interactive session with a slide presentation and display boards to present key concepts and recommendations for land use, housing, transportation and transit, streetscape design, infrastructure and economic development in North Fair Oaks area. MIG and team will manage and facilitate the meeting, present information, and capture and record comments, feedback, meeting minutes, and other records of the meeting. MIG and team will also provide necessary translation services into Spanish both for meeting materials and for interpreting during the meeting. Translation into any additional languages will be an additional task beyond the scope of this contract. MIG and team will provide at least four staff members at the open house.
- MIG will prepare all necessary materials for the third community workshop, to include handouts, a comment card, up to three wall posters, slide presentation, and other materials. Materials will also

include revisions to up to three visual simulations and photo modeling to depict conditions, potential development patterns, and other information. MIG will collaborate with the County to prepare noticing materials for the meeting, as well as to prepare content for noticing in electronic and other formats. MIG will print up to three wall posters. The County will be responsible for printing all other materials, unless otherwise agreed upon between MIG and the County. The County will be responsible for mailing meeting notices, sending meeting notice emails, and other types of notice transmission.

5.7 Presentations to Board's Committees (2 Total)

- MIG and team will present information on the Preferred Land Use Alternative and Preliminary Draft Plan and Implementation Program to one (1) meeting of the Board's Environmental Quality Committee, and one (1) meeting of the Board's Housing Committee, to obtain committee feedback on the Plan. MIG and team will provide materials for these meetings, including graphics, informational handouts, slide presentations, and other materials. The County will be responsible for printing of materials unless otherwise agreed upon by the County and MIG.

Key Deliverables:

- Preferred Alternative Analysis Memos and Maps
- Draft Affordable Housing Strategy
- Economic Feasibility Pro Forms and Summary
- Preliminary Draft Community Plan
- Preliminary Draft Implementation Program
- Steering Committee presentation materials, including handouts, graphics, slide presentations, and other materials for two (2) Steering Committee meetings. The County will be responsible for printing of materials.
- Outreach Newsletter #2, in electronic and hard copy. Newsletter #2 will be printed and distributed by the County, unless otherwise agreed upon by the County and MIG.
- Community Workshop #2 notice materials. Notices will be printed and distributed by the County.
- Community Workshop #2 Materials, including handouts, wall graphics, posters, sign-in sheets, comment cards, slide presentations, and other required materials. Materials will be printed by the County unless otherwise agreed upon by the County and MIG.
- Community Workshop #2 Summary, in memo format, delivered electronically.
- Supporting materials for Board Environmental Quality and Housing Committee meetings, including handouts, graphics, slide presentations, and other materials. Materials will be printed by the County unless otherwise agreed upon by the County and MIG. Any required staff reports will be written by the County, with MIG comment and assistance if needed.

Phase 3: Implementation and Final Plan

Task 6: Review and Adoption Process

6.1 Draft Community Plan

- MIG will incorporate input from the Steering Committee, Board of Supervisor's Environmental Quality and Housing Committees, the community and County staff on the Preliminary Draft Community Plan and Implementation Program into revised Draft documents for review and analysis, in a format appropriate for public review, including concurrent environmental analysis. The County will provide one consolidated round of edits to the complete Draft Plan before it is made available for public review and environmental analysis (in addition to the previous rounds of edits to the individual elements noted in Phase 2). MIG will provide one (1) high-resolution PDF and ten (10) hard copies of the revised Draft documents.

6.2 Planning Commission Hearings (2 Total)

- MIG and team will attend, provide support, and be available for comment and response at two two-hour Planning Commission hearings, to present the Draft Community Plan for review and comment. After the first Planning Commission hearing, MIG will revise the Draft Plan to incorporate input from the Planning Commission and the public. This revised version of the Plan will then be presented at the second Planning Commission hearing, and MIG will subsequently revise the Plan again based on Commission and public comment. MIG will provide supporting materials for the Planning Commission hearings, including graphics, slide presentations, and handouts. The County will prepare all staff reports, findings, and other Planning Commission submittals, with MIG support and assistance as needed. MIG and team will send at least two staff members to each hearing.

6.3 Board of Supervisors Hearing and Adoption (2 Total)

- MIG and team will attend, provide support, and be available to give comment and response at two two-hour Board of Supervisors hearings to present the Draft Community Plan for review, comment and adoption. After the first Board hearing, MIG will revise the Draft Plan to incorporate input from the Board and the public. This revised version of the Plan will be presented at the second Board of Supervisors hearing. MIG will provide supporting materials for the Board of Supervisors hearings, including graphics, slide presentations, and handouts. The County will prepare all staff reports, resolutions, and other Board submittals, with MIG support and assistance as needed. MIG and team will send at least two staff members to each hearing.

6.4 Final Community Plan

- MIG will work with the County to review all comments and recommendations from the Board of Supervisors and Planning Commission hearings, and will make one round of edits to the document based on the County's direction. MIG will then prepare the Final Community Plan document, based on the outcomes of the public hearings and County's direction. MIG will prepare the Final version of the Community Plan to reflect that version adopted by the County Board of Supervisors, unless otherwise specified by the County.
- MIG will deliver one (1) full-color, camera-ready electronic copy of the final document to the County along with ten (10) hard copies.

Key Deliverables:

- Draft Community Plan (one high-resolution PDF and 10 hard copies) suitable for public review and concurrent environmental review.

- Supporting materials for two (2) Planning Commission hearings, including handouts, graphics, posters, slide presentations, copies of Draft Community Plan, and other materials. Materials will be printed by the County unless otherwise agreed upon by the County and MIG.
- Supporting materials for two (2) Board of Supervisors meetings, including handouts, graphics, slide presentations, copies of Draft Community Plan, and other materials. Materials will be printed by the County unless otherwise agreed upon by the County and MIG.
- Draft Community Plan interim revisions based on the results of Planning Commission and Board of Supervisors hearings,
- Final Community Plan (ten hard copies and one camera-ready electronic copy)

Task 7: Ongoing Project Management

7.1 Staff Coordination Calls and Meetings

- At the outset of the project, as described in Task 1, MIG and team will participate in a kick-off meeting with County staff to discuss desired project outcomes; refine the work program, schedule and deliverables; and identify project management protocols. Management protocols will include methods and timing of project meetings, check-ins, communication methods, key team contact persons from the County and from MIG and all subconsultants, and other key project management tasks. MIG and team will conduct regular calls and meet with County staff for three face-to-face meetings at key stages over the 24-month project period to plan for events, work products and milestones, and to review key concepts, products and deliverables, the project status, and overall project direction and budget. At minimum, MIG will participate in check-ins with the County by phone or email (at the County's discretion) no less frequently than once each two weeks. MIG will also provide monthly progress reports to the County.
- All products must be reviewed and approved by County staff before presentation at any public forum, or any other form of public release, including Steering Committee meetings, Technical Advisory Group meetings, and Planning Commission and Board of Supervisors Hearings. Staff meetings (face-to-face and/or conference calls) with the MIG Project Management Team will provide opportunities for staff to review various project deliverables, including community workshop agendas, workshop summaries, proposed urban design concepts and alternatives, preferred alternative, draft plan, and final plan documents.

7.2 Project Management

- MIG, at County's direction, will manage all aspects of the project to maintain project schedule and budget, maintain continuous liaison with the County and other interested parties, and provide continuing consultation and advice to the County on all matters relating to the project.

7.3 Technical Advisory Group Meetings (6 Total)

- MIG will help the County form a Technical Advisory Group, composed of representatives of County staff and departments, neighboring jurisdictions, partner agencies such as MTC, ABAG, Caltrain and SamTrans, among others. MIG will conduct up to six (6) two-hour TAG meetings at key project milestones to coordinate technical aspects of the project. The proposed budget assumes that two TAG meetings are combined with Steering Committee meetings.

7.4 Coordination with EIR Consultant

- MIG and team will coordinate with the County's selected environmental impact report (EIR) consultant (should it be determined that an EIR for the project is required) and provide the

Consultant with any project-related materials that MIG and team have prepared in order for the EIR consultant to complete an environmental impact report.

Key Deliverables:

- Monthly Invoices and Progress Reports
- Technical Advisory Group materials, including handouts, graphics, slide presentations, and other materials for six (6) Technical Advisory Group meetings, two (2) of which will be combined with Steering Committee meetings. The County will be responsible for printing of materials, unless otherwise agreed upon by the County and MIG.

Materials

All materials developed and produced for and from this project and contract will be the exclusive property of San Mateo County, and may not be released without County permission. Determination of which materials may be public records under California Government Code Sections 54950-54963 (the Brown Act) will be at the County's discretion, not the Contractor's discretion, and any requests for any materials produced as part of this project must be made to and/or forwarded to the County.

Project Team

The consultant team will consist of MIG, Bay Area Economics (BAE), BKF Engineers (BKF), Kimley-Horn, and the Multicultural Institute (MI), as shown in the Budget attached as Exhibit D. MIG is the lead consultant on this project, and is responsible for performance of this contract. MIG will be responsible for invoicing the County for work performed and deliverables delivered, and payment will be made to MIG, who will be responsible for payment to subcontractors. No changes in the composition of the Team or substitutions in team members will be allowed without prior County approval.

EXHIBIT D

cost proposal

Submittals:

THG

PHAS: 1 Existing Conditions Analysis & Visioning

1 Project Analysis													
Item	Description	6	8	8	8	8	8	8	8	8	8	8	8
1.1	Staff Kick-Off Meeting & Site Tour												
1.2	Final Work Program, Schedule & Project Management Plan												
1.3	Public Outreach & Community Engagement Plan												
1.4	Project Website (24 Months)												
	Subtotal Task 1												
2 Existing Conditions Analysis													
2.1	Existing Data & Document Review												
2.2	Site Visit & Existing Conditions Analysis												
2.2.1	Mapping & Graphic Materials (10 Total)												
2.2.2	Best Practices Study												
2.2.3	Land Use, Urban Form & Key Opportunity Sites												
2.2.4	Infrastructure												
2.2.5	Parks & Recreation												
2.2.6	Public Health												
2.2.7	Parking & Circulation												
2.2.8	Housing												
2.3	Preliminary Market Demand Analysis												
	Subtotal Task 2												
3 Community Visioning													
3.1	Steering Committee (SC) Meetings (2 Total)												
3.2	Stakeholder Interviews (20 Total) and Meetings (2 Total)												
3.3	Youth Engagement Program												
3.4	Outreach Newsletter #1												
3.5	Community Workshop #1: Visioning												
3.6	Vision, Goals & Development Framework												
	Subtotal Task 3												

PHAS: 2 Alternatives Analysis

4 Initial Plan Concepts													
Item	Description	4	4	4	4	4	4	4	4	4	4	4	4
4.1	Draft Land Use Alternatives												
4.2	Steering Committee (SC) Meetings (2 Total)												
4.3	Community Workshop #2: Alternatives												
4.4	Refined Land Use Alternatives												
	Subtotal Task 4												

cost proposal

Subrow: All Ints

TAIG

Dumail: [redacted]

5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
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