



City of San Leandro

Meeting Date: July 19, 2021

Staff Report

File Number: 21-430 **Agenda Section:** CONSENT CALENDAR

Agenda Number: 8.J.

TO: City Council

FROM: Fran Robustelli
City Manager

BY: Tom Liao
Community Development Director

FINANCE REVIEW: Susan Hsieh
Finance Director

TITLE: Staff Report for a City of San Leandro City Council Resolution Approving and Authorizing the City Manager to Execute a Consulting Services Agreement with Rincon Consultants, Inc. for the Preparation of the City of San Leandro's 2023-2031 Housing Element Update, Related General Plan and Zoning Code Amendments, and Associated Environmental Impact Report in an Amount Not to Exceed \$500,000; and for Council to Appropriate \$300,000 in LEAP, \$47,400 in REAP, and \$152,600 in Planning Fee Funding for Said Agreement

SUMMARY AND RECOMMENDATIONS

The Housing Element, a mandatory element of a City's General Plan, provides goals, policies, and actions that help the City plan for the existing and projected housing needs for all income levels of the community. State legislation requires that local agencies update their Housing Elements every eight years. The next Housing Element Update for the period covering 2023-2031, known as the 6th Cycle, must be adopted by January 2023.

Staff requests City Council approval of a consulting services agreement (CSA) to assist with the Housing Element update. Although City Community Development Department staff will be involved with all aspects of the update, because of extensive changes to state law and the strict deadlines imposed by these laws, consultant assistance is needed to ensure timely completion of the Housing Element Update. Staff recommends that a multi-disciplinary team led by Rincon Consultants be hired to assist with the preparation of the Housing Element Update and related Environmental Impact Report (EIR).

The scope of work includes state-mandated updates to the General Plan, including an update of the Environmental Hazards Element and the creation of an Environmental Justice Element.

The CSA with Rincon Consultants sets a not to exceed amount of \$500,000. Funding for the project includes: \$300,000 from an approved Local Early Action Planning (LEAP) Grant; \$47,400 from a pending (non-competitive) Regional Early Action Planning (REAP) Grant; and the

remaining \$152,600 is proposed to be funded from the Community Planning Fee fund.

Staff recommends that the City Council approve and Authorize the City Manager to execute a Consulting Services Agreement with Rincon Consultants, Inc. in an amount not to exceed \$500,000 for the preparation of the City of San Leandro's 2023-2031 Housing Element Update and associated EIR.

Staff will return to the City Council with a work session on the Regional Housing needs Allocation (RHNA) process and Housing Element kick-off in the early fall.

BACKGROUND

State legislation requires that local agencies update their Housing Elements every eight years. The next Housing Element Update for the period covering 2023-2031, known as the 6th Cycle, must be adopted by January 2023. The State has also established a series of very specific requirements as to the scope, content, and process by which a housing element is updated and adopted, including review and approval (known as certification) by the State Department of Housing and Community Development (HCD).

Having a Housing Element that is approved by the City Council and certified by HCD allows the City to be competitive for state-funded grants and loans that support local housing programs. Lack of a state-certified Housing Element could subject the City to penalties as a result of legal challenge, including reduction or loss of local control over land use decisions and building-related matters, and access to state grants related to affordable housing, land use/planning, and transportation.

Consulting Services Agreement

The City issued a Request for Proposals (RFP) for assistance with the preparation of the Housing Element Update in April 2021. While Rincon Consultants was the sole firm to respond to the RFP, staff is confident that the team possesses the appropriate experience to successfully complete the Housing Element Update and has found the scope of work and budget to be very competitive with similar-sized jurisdictions. Reasons for receiving fewer bids is likely because a large number of Bay Area cities are currently updating their Housing Elements, which affects the availability of planning firms that specialize in such work. Rincon's team has previously completed four 5th Cycle Housing Element updates and is currently working to prepare 6th Cycle Updates for the Cities of Carlsbad, Vista, Corona, Banning, Los Angeles, Calabasas, Walnut, Port Hueneme, Simi Valley, Camarillo, Oxnard, and Palo Alto. Since the update process for Southern California and Sacramento area cities is already underway, Rincon is able to bring their experience preparing Housing Elements under the most recent changes to state law, to San Leandro's update.

Rincon will also assist in the preparation of all appropriate environmental documents for compliance with the California Environmental Quality Act (CEQA), including an Environmental Impact Report (EIR) for the Housing Element Update and any required re-zonings. Although re-zoning of sites does not have to occur until three years following adoption of the Housing Element (January 23, 2026), the EIR will analyze the effects of prospective zoning changes, so

that they can be fully understood and used to inform the Housing Element process. If the re-zoning of sites is not completed within three years, the City would be prohibited from applying any discretionary approvals to a housing development project on the site(s) that is to be rezoned, provided the project complies with applicable objective design standards.

Rincon has ample experience working with the City of San Leandro and has provided contract planning services and environmental document preparation services for the City for the past 5 years, including the Bay Fair TOD Specific Plan EIR.

The team includes a comprehensive range of technical staff and subconsultants, including Miller Planning Associates, who are currently leading the Multi-Family Objective Development Standards project; Kittelson and Associates, who has extensive experience working on traffic analysis in San Leandro; and Veronica Tam and Associates, who has previously completed 60 5th Cycle housing elements and is currently working to prepare 6th Cycle updates for 25 cities.

Housing Element Scope of Work

Rincon's proposed project scope, included as Exhibit A to the draft CSA, addresses each phase of the preparation and adoption of the Housing Element. It reflects a dynamic process, with public engagement throughout, to ensure a robust community-wide conversation about housing policy, future housing sites, and strategies and actions to meet the City's assigned RHNA. A community outreach and engagement plan will be developed early on in the project to detail the strategies that will ensure broad-based, diverse, and substantive engagement.

A substantial component of the update will be the creation of an updated sites inventory. The process will include evaluation of new State legislation in considering potential site inventory selection criteria, including strategies to comply with "no net loss" provisions of state law when reviewing projects in the future.

The current Housing Element provides a significant base of information with respect to housing needs, as well as a series of policies and programs to address those needs. The update will provide an opportunity to examine existing policies and programs and to update them to ensure that new housing development meets community housing needs, particularly for affordable (below market rate) housing units.

Related General Plan Amendments

In addition to the Housing Element Update, the scope of work also includes associated revisions to the City's Land Use Element as well as state-mandated updates to the Safety Element and the creation of a newly required Environmental Justice Element as required by Senate Bill 1000. The Environmental Justice Element is required to identify objectives and policies to reduce health risks in disadvantaged communities, promote civic engagement in the public decision-making process, and prioritize improvements and programs that address the needs of disadvantaged communities.

Schedule

Staff identified a target of 18 months for completion of the Housing Element Update, including adoption and certification of the Housing Element and EIR by January 2023. Project initiation is expected immediately after contract approval with initial kick-off meetings to start in late July. A City Council work session will be held in early fall to kick off the Housing Element update.

Environmental Review

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines Section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

The Housing Element and related updates are expected to require an Environmental Impact Report (EIR), the preparation of which is addressed in the CSA scope of work.

Fiscal Impacts

This program will be cost neutral given grant funding and project fees will cover all expenses. Community Development staff applied for and was awarded grant funding for the State's Local Early Action Planning (LEAP) and Regional Early Action Planning (REAP) grants. The City's Community Planning Fee was established to fund long-range planning projects/programs such as the Housing Element Update, General Plan amendments, specific plans, and zoning code amendments. From FY2019-2020 to the present, the City has received over \$215,000 from this fee, which is more than sufficient to cover the \$152,600 request for this project. The Community Planning Fee revenue is generated when residential, commercial and industrial work building permit applications are submitted and calculated as 0.3% of construction valuation.

Budget Authority

This Special Grant Fund contract will be paid by approved LEAP (\$300,000) and REAP (\$47,400) grant awards with the remaining \$152,600 to be paid out of the Special Grants Fund-Housing Element Update Account and off-set by revenues collected for the General Fund's Long Range Planning Fee (010-3385). The City's Principal Planner and Planning and Housing Division staff will have oversight of the Housing Element update and associated environmental review process with Rincon and its team.

This program requires an appropriation of funding in the FY2022 adopted budget. The EDEN account numbers for this project are as follows:

- 150-41-129-5120 - State LEAP Grant (\$300,000 appropriation needed)
- 150-41-130-5120 - State REAP Grant (\$47,400 appropriation needed)
- 150-41-131-5120 - City Community Planning Fee (\$152,600 appropriation needed)

ATTACHMENT(S)

Attachment(s) to Staff Report

- *None*

Attachment(s) to Related Legislative File

- *Proposed CSA with Rincon Consultants, Inc.*

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Frequently Asked Questions about RHNA

Topics:

- Regional Housing Needs Allocation (RHNA) Overview
- Regional Housing Needs Determination (RHND) from HCD
- RHNA Methodology
- ABAG Housing Methodology Committee
- Connections between RHNA and Plan Bay Area 2050
- RHNA Subregions
- RHNA and Local Jurisdictions

REGIONAL HOUSING NEEDS ALLOCATION (RHNA) OVERVIEW

What is RHNA?

Local housing is enshrined in state law as a matter of “vital statewide importance” and, since 1969, the State of California has required that all local governments (cities, towns and counties, also known as local jurisdictions) adequately plan to meet the housing needs of everyone in our communities. To meet this requirement, each city or county must develop a Housing Element as part of its General Plan (the local government’s long-range blueprint for growth) that shows how it will meet its community’s housing needs. There are many laws that govern this process, and collectively they are known as [Housing Element Law](#).

The Regional Housing Need Allocation (RHNA) process is the part of Housing Element Law used to determine how many new homes, and the affordability of those homes, each local government must plan for in its Housing Element. This process is repeated every eight years, and for this cycle the Bay Area is planning for the period from 2023 to 2031.

How does RHNA assist in addressing the Bay Area’s housing crisis?

The Bay Area’s housing affordability crisis is decades in the making. State law is designed to match housing supply with demand—particularly for affordable homes. Each new RHNA cycle presents new requirements to address dynamic housing markets, which in recent years have seen demand dramatically outstrip supply across all affordability levels.

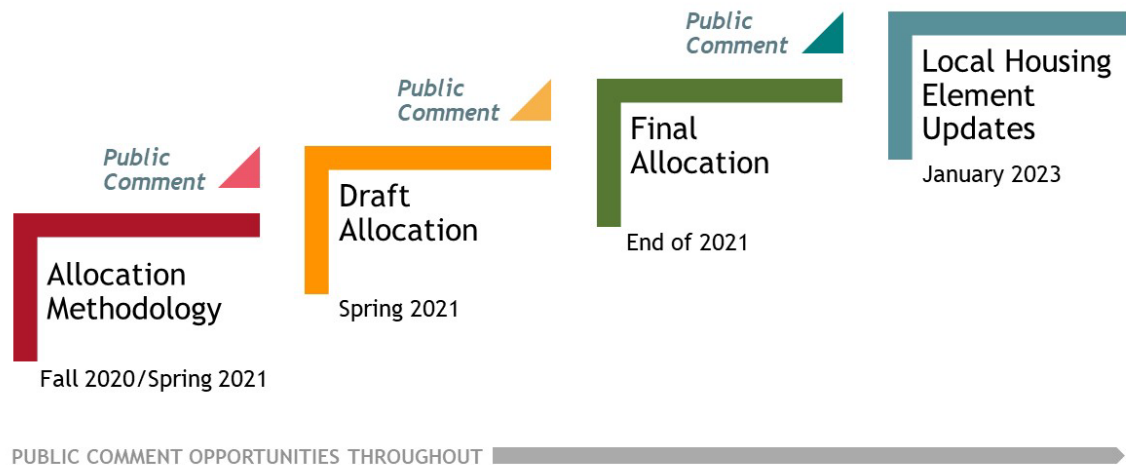
RHNA provides a local government with a minimum number of new homes across all income levels for which it must plan in its Housing Element. The Housing Element must include sites zoned for enough capacity to meet the RHNA goals as well as policies and strategies to expand housing choices and increase housing affordability.

Who is responsible for RHNA?

Responsibility for completing RHNA is shared among state, regional, and local governments:

- The **role of the State** is to identify the total number of homes for which each region in California must plan in order to meet the housing needs of people across the full spectrum of income levels, from housing for very low-income households all the way to market rate housing. This is developed by the [California Department of Housing and Community Development \(HCD\)](#) and is known as the Regional Housing Need Determination (RHND).
- The **role of the region** is to allocate a share of the RHND to each local government in the region. As the Council of Governments (COG) for the nine-county Bay Area, the Association of Bay Area Governments (ABAG) is responsible for developing the methodology for sharing the RHND among all cities, towns, and counties in the region. ABAG does this in conjunction with a committee of elected officials, city and county staff, and stakeholders called [the Housing Methodology Committee \(HMC\)](#).
- The **role of local governments** is to participate in the development of the allocation methodology and to update their Housing Elements and local zoning to show how they will accommodate their share of the RHND, following the adoption of the RHNA methodology.

What are the steps in the RHNA process?



Conceptually, RHNA starts with the Regional Housing Needs Determination provided by HCD, which is the total number of housing units the Bay Area needs, by income group. The heart of ABAG’s work on RHNA is developing the methodology to allocate a portion of housing needs to each city, town, and county in the region. ABAG has convened a [Housing Methodology Committee](#) made up of local elected officials and staff and stakeholders to advise staff on the proposed methodology that ABAG will release for public comment in fall 2020. Following that milestone, ABAG will then develop a draft methodology to send to HCD for its review in early 2021.

After ABAG adopts the final methodology in spring 2021, it is used to develop a draft allocation for every local government in the Bay Area. A local government or HCD can appeal any local government’s allocation. After ABAG takes action on the appeals, it will issue the final allocation by the end of 2021. Local governments must update Housing Elements by January 2023, including identifying sites that are zoned with enough capacity to meet the RHNA allocation. ABAG’s role in the RHNA process ends once it has allocated a share of the Regional Housing Needs Determination (RHND) to each local government in the Bay Area; HCD reviews and approves local Housing Elements.

What’s the timeline for completing RHNA?

The RHNA process is currently underway and will be complete by the end of 2021. Local governments will then have until January 2023 to update their Housing Elements. The proposed timing for the key milestones in the RHNA process is shown below:

ABAG 2023-2031 RHNA and Plan Bay Area 2050 Key Milestones	Proposed Deadline
Housing Methodology Committee kick-off	October 2019
Subregions form	February 2020
HCD Regional Housing Needs Determination	June 2020
Proposed RHNA methodology, draft subregion shares	Fall 2020
Final subregion shares	December 2020
Draft RHNA methodology to HCD for review	Winter 2021
Final RHNA methodology, draft allocation	Spring 2021
RHNA appeals	Summer 2021
Final RHNA allocation	End of 2021
Housing Element due date	January 2023

This is the 6th cycle for RHNA. What’s different this time?

Recent legislation will result in the following key changes for this RHNA cycle:

- It is expected there will be a higher total regional housing need. HCD’s identification of the region’s total housing needs has changed to account for unmet existing need, rather than only projected housing need. HCD now must consider overcrowded households, cost burdened households (those paying more than 30% of their income for housing), and a target vacancy rate for a healthy housing market (with a minimum of 5%).

- RHNA and local Housing Elements must affirmatively further fair housing. According to HCD, achieving this objective includes preventing segregation and poverty concentration as well as increasing access to areas of opportunity. HCD has mapped [Opportunity Areas](#) and has developed guidance for jurisdictions about [how to address affirmatively furthering fair housing in Housing Elements](#). As required by Housing Element Law, ABAG has surveyed local governments to understand [fair housing issues, strategies, and actions across the region](#).
- There will be greater HCD oversight of RHNA. ABAG and subregions must now submit the draft allocation methodology to HCD for review and comment. HCD can also appeal a jurisdiction's draft allocation.
- Identifying Housing Element sites for affordable units will be more challenging. There are new limits on the extent to which jurisdictions can reuse sites included in previous Housing Elements and increased scrutiny of small, large, and non-vacant sites when these sites are proposed to accommodate units for very low- and low-income households.

How can I be more involved in the RHNA process?

Public participation is encouraged throughout the RHNA process especially at public meetings and during official public comment periods following the release of discussion documents and board decisions. Visit the ABAG website to:

- Learn about the [Housing Methodology Committee](#)
- View [upcoming meetings](#)
- Sign up for the [RHNA mailing list](#)

Is ABAG's prior RHNA available to review?

Yes, you can find more information about the [2015-2023 RHNA](#) on the ABAG website. You can also view documents from the [2007-2014 RHNA](#) and [1999-2006 RHNA](#).

REGIONAL HOUSING NEEDS DETERMINATION (RHND) FROM HCD

What is the Regional Housing Needs Determination?

The California Department of Housing and Community Development (HCD) identifies the total number of homes for which each region in California must plan in order to meet the housing needs of people at all income levels. The total number of housing units from HCD is separated into four income categories that cover everything from housing for very low-income households all the way to market rate housing. ABAG is responsible for developing a methodology to allocate a portion of this housing need to every local government in the Bay Area.

The four income categories included in the RHND are:

- Very Low Income: 0-50% of Area Median Income
- Low Income: 50-80% of Area Median Income
- Moderate Income: 80-120% of Area Median Income
- Above Moderate Income: 120% or more of Area Median Income

What will the actual RHND and RHNA numbers look like this cycle?

In a [letter dated June 9, 2020](#), the California Department of Housing and Community Development (HCD) provided ABAG with the Regional Housing Needs Determination (RHND) for use in this cycle of RHNA in the Bay Area.

Regional Housing Needs Determination from HCD: San Francisco Bay Area

Income Category	Percent	Housing Unit Need
Very Low	25.9%	114,442
Low	14.9%	65,892
Moderate	16.5%	72,712
Above Moderate	42.6%	188,130
Total	100%	441,176

The methodology which will determine each local government’s share of the overall regional housing needs is currently being developed and is slated for release in fall 2020.

How did HCD develop the RHND?

HCD is responsible for determining the number of housing units for which each region must plan, known as the Regional Housing Needs Determination (RHND). The RHND is based on a population forecast for the region from the California Department of Finance (DOF) and the application of specific adjustments to determine the total amount of housing needs for the region.

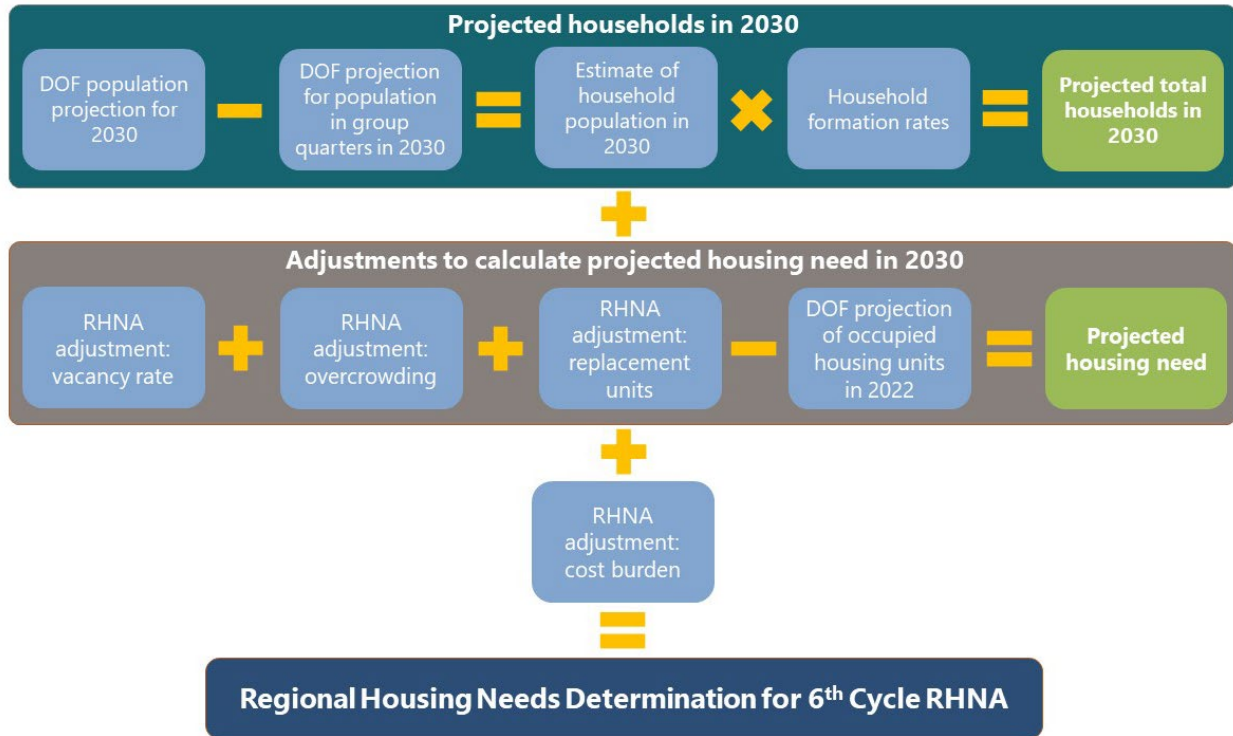
The adjustments are a result of recent legislation that sought to incorporate an estimate of existing housing need by applying factors related to:

- A target vacancy rate for a healthy housing market (defined as no less than 5 percent),
- The rate of overcrowding, which is defined as having more than one person per room in each room in a dwelling.
- The share of cost burdened households, which is defined as households paying more than 30% of household income on housing costs.

The RHNA process only considers the needs of the population in households who are housed in the regular housing market, and excludes the population living in group quarters, which are non-household dwellings, such as jails, nursing homes, dorms, and military barracks. HCD uses the age cohorts of the forecasted population to understand the rates at which people are expected to form households, which can vary for people at different stages of life. This results in

the estimate of the total number of households that will need a housing unit in 2030 (which is the end date of the projection period for the Bay Area’s RHNA cycle).

HCD Process for Identifying Regional Housing Needs Determination (RHND)



The total number of projected households is then adjusted using the factors related to vacancy rate, overcrowding, and an estimate of the need for replacement housing for units that were demolished or lost. This results in a forecast of the number of housing units that will be needed to house all households in the region in 2031. The number of existing occupied housing units is subtracted from the total number of housing units needed, which results in the number of additional housing units necessary to meet the housing need. The final step is an adjustment related to cost-burdened households, which results in the RHND for the region.

RHNA METHODOLOGY

What is the RHNA methodology?

At its core, RHNA is about connecting regional housing needs with the local planning process and ensuring local Housing Elements work together to address regional housing challenges. Working with the [Housing Methodology Committee](#), ABAG develops a methodology, or formula, that shares responsibility for accommodating the Bay Area’s Regional Housing Needs Determination (RHND) by quantifying the number of housing units, separated into four income categories, that will be assigned to each city, town, and county to incorporate into its Housing Element.

The four income categories included in the RHND are:

- Very Low Income: 0-50% of Area Median Income
- Low Income: 50-80% of Area Median Income
- Moderate Income: 80-120% of Area Median Income
- Above Moderate Income: 120% or more of Area Median Income

The allocation formula is made up of factors that use data for each jurisdiction in the region to determine each jurisdiction's share of the total housing need. The allocation formula assigns units based on relative relationships between jurisdictions within the region. For example, if there is a factor to allocate units based on access to jobs, then a jurisdiction with many jobs will be allocated more units and a jurisdiction with fewer jobs will be allocated fewer units.

What are the objectives and factors that must be considered in the RHNA methodology?

The RHNA objectives provide the guiding framework for how ABAG must develop the methodology. ABAG is required to demonstrate how its methodology furthers each of the objectives. The RHNA factors include a longer list of considerations that must be incorporated into the methodology to the extent that sufficient data is available.

Summary of RHNA objectives [from [Government Code §65584\(d\)](#)]:

1. Increase housing supply and mix of housing types, with the goal of improving housing affordability and equity in all cities and counties within the region.
2. Promote infill development and socioeconomic equity; protect environmental and agricultural resources; encourage efficient development patterns; and achieve greenhouse gas reduction targets.
3. Improve intra-regional jobs-to-housing relationship, including the balance between low-wage jobs and affordable housing units for low-wage workers in each jurisdiction.
4. Balance disproportionate household income distributions (more high-income allocation to lower-income areas, and vice-versa)
5. Affirmatively further fair housing

Summary of RHNA factors [from [Government Code §65584.04\(d\)](#)]:

1. Existing and projected jobs and housing relationship, particularly low-wage jobs and affordable housing
2. Lack of capacity for sewer or water service due to decisions outside a jurisdiction's control
3. The availability of land suitable for urban development
4. Lands protected from urban development under existing federal or state programs
5. County policies to preserve prime agricultural land

6. The distribution of household growth assumed for regional transportation plans and opportunities to maximize use of public transportation and existing transportation infrastructure
7. Agreements between a county and cities in a county to direct growth toward incorporated areas of the county
8. The loss of units in assisted housing developments as a result of expiring affordability contracts.
9. The percentage of existing households paying more than 30 percent and more than 50 percent of their income in rent
10. The rate of overcrowding
11. The housing needs of farmworkers
12. The housing needs generated by the presence of a university within the jurisdiction
13. The housing needs of individuals and families experiencing homelessness
14. The loss of units during a state of emergency that have yet to be rebuilt or replaced at the time of the analysis
15. The region's greenhouse gas emissions targets provided by the State Air Resources Board

What does it mean to “affirmatively further fair housing”?

For the 2023-2031 RHNA, recent legislation added a new objective that requires the RHNA plan to “affirmatively further fair housing.” According to [Government Code Section 65584\(e\)](#), this means:

“Taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws.”

In addition to this requirement for promoting fair housing as an outcome for RHNA, statutes required ABAG to collect information about [fair housing issues, strategies, and actions](#) in its survey of local jurisdictions about data to inform the development of the RHNA allocation methodology.

Lastly, a local jurisdiction's Housing Element must also affirmatively further fair housing and include a program that establishes goals and actions to do so. HCD has developed guidance for jurisdictions about [how to address affirmatively furthering fair housing in Housing Elements](#).

Does RHNA dictate how local governments meet their communities' housing needs or where new housing goes within a given city or town?

It is important to note the primary role of the RHNA methodology is to encourage a pattern of housing growth for the Bay Area. The final result of the RHNA process is the allocation of housing units by income category to each jurisdiction. It is in the local Housing Element that decisions about where future housing units could be located and the policies and strategies for addressing a community's specific housing needs are made. Local governments will include strategies related to issues such as addressing homelessness, meeting the needs of specific populations, affirmatively furthering fair housing, or minimizing displacement when they develop their Housing Elements. Although the RHNA methodology may include factors that conceptually assign housing to a particular geography, such as near a transit stop or in proximity to jobs, the resulting allocation from ABAG goes to the jurisdiction as a whole. It is up to local governments to use their Housing Elements to select the specific sites that will be zoned for housing.

The following table distinguishes between the narrow scope of RHNA and the broader requirements for jurisdictions' Housing Elements:

RHNA	LOCAL HOUSING ELEMENTS
<p>Determines how many new homes each local jurisdiction must plan for in its Housing Element.</p>	<p>Includes goals, policies, quantified objectives, financial resources, and constraints for the preservation, improvement, and development of housing for all income levels.</p>
<p>Housing allocation is for an entire jurisdiction – housing is not allocated to specific sites or geographies within a jurisdiction.</p>	<p>Identifies sites for housing and provides an inventory of land suitable and available for residential development, including vacant sites and sites having potential for redevelopment.</p>
<p>A jurisdiction's housing allocation is divided across four income groups: very low-, low-, moderate-, and above moderate-income.</p>	<p>Analyzes special housing needs, such as those of the elderly; persons with disabilities, including a developmental disability; large families; farmworkers; families with female heads of households; and families and persons in need of emergency shelter.</p>
<p>Beyond allocation of housing units by income group, does not address housing needs of specific population groups nor include policy recommendations for addressing those needs.</p>	<p>Must demonstrate local efforts to remove governmental and nongovernmental constraints that hinder locality from meeting the need for housing for persons with disabilities, supportive housing, transitional housing, and emergency shelters.</p>
	<p>Analyzes existing affordable units at risk of converting to market-rate due to expiring subsidies or affordability contracts.</p>
	<p>Assesses existing fair housing issues and strategies for affirmatively furthering fair housing.</p>

ABAG HOUSING METHODOLOGY COMMITTEE

What is the Housing Methodology Committee?

For the past several RHNA cycles, ABAG has convened an ad-hoc [Housing Methodology Committee \(HMC\)](#) to advise ABAG staff on the RHNA allocation methodology. The HMC for the 6th Cycle was convened in October 2019. The HMC is comprised of local elected officials and staff from every county in the Bay Area as well as stakeholder representatives selected by ABAG staff from a diverse applicant pool:

- 9 local government elected officials (one from each Bay Area county)
- 12 local government housing or planning staff (at least one from every county)
- 16 regional stakeholders representing diverse perspectives, from equity and open space to public health and public transit
- 1 partner from state government

View the HMC roster at https://abag.ca.gov/sites/default/files/hmc_roster_06_16_2020_0.pdf.

Why is the Housing Methodology Committee important?

ABAG's Housing Methodology Committee approach stands out compared to most other large Councils of Governments, going beyond the legal requirements by convening a forum where local elected officials, local government staff, stakeholder representatives, and the public can talk about the process together to inform the housing methodology.

The Housing Methodology Committee and its large stakeholder network is a key part of ABAG's approach to creating the RHNA allocation methodology. Through the HMC, ABAG staff seek to facilitate dialogue and information-sharing among local government representatives and stakeholders from across the Bay Area with crucial expertise to enable coordinated action to address the Bay Area's housing crisis. As ABAG strives to advance equity and affirmatively further fair housing, the agency seeks to ensure that a breadth of voices is included in the methodology process.

CONNECTIONS BETWEEN RHNA AND PLAN BAY AREA 2050

How are RHNA and Plan Bay Area 2050 related?

[Plan Bay Area 2050](#) is the Bay Area's next long-range regional plan for transportation, housing, the economy, and the environment, focused on resilient and equitable strategies for the next 30 years. Anticipated to be adopted in fall 2021, Plan Bay Area 2050 will establish a blueprint for future growth and infrastructure. Plan Bay Area 2050 must meet or exceed a wide range of federal and state requirements, including a per-capita greenhouse gas reduction target of 19 percent by 2035. Upon adoption by MTC and ABAG, it will serve as the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) for the San Francisco Bay Area.

By law, the RHNA Plan is required to be consistent with the development pattern from Plan Bay Area 2050. These two planning processes seek to address the Bay Area’s housing needs over different time horizons: Plan Bay Area 2050 has a planning horizon of 2050, while the 6th cycle of RHNA addresses the need to address short-term housing needs, from 2023 to 2031. To achieve the required consistency, both the overall housing growth for the region, as well as housing growth on a more localized level, must be greater in the long-range plan than over the eight-year RHNA cycle.

Is Plan Bay Area 2050 used as part of the RHNA process?

In past RHNA cycles, ABAG used its long-range housing, population, and job forecast as an input into the RHNA methodology. However, this approach is not required by Housing Element Law. For the 6th cycle of RHNA, the [Housing Methodology Committee \(HMC\)](#) is still considering whether or not to incorporate data from the Plan Bay Area 2050 Blueprint into the RHNA methodology. Some of the options the HMC has discussed are:

1. Using the forecasted development pattern from the Blueprint as a baseline input into the RHNA methodology
2. Using a hybrid approach that uses the forecasted development pattern from the Blueprint along with additional factors to represent policy goals that are underrepresented in the Blueprint to direct RHNA allocations
3. Not using forecasted data from the Blueprint, but include factors that align with the policies and strategies in the Blueprint to direct RHNA allocations.

HMC members expressed interest and some concerns in considering use of the Plan in the methodology. While the strategies integrated into the Draft Blueprint were adopted in February 2020, the Draft Blueprint forecasted outcomes were released in July 2020. The HMC continued to consider the potential role of the Blueprint, if any, in achieving consistency with Plan Bay Area 2050 in summer 2020. If the Blueprint is not directly integrated, the HMC may need to adjust factors and weights to achieve consistency under Option 3 above.

RHNA SUBREGIONS

What is a subregion?

Housing Element Law allows two or more jurisdictions to form a “subregion” to conduct a parallel RHNA process to allocate the subregion’s housing need among its members. The subregion process allows for greater collaboration among jurisdictions, potentially enabling RHNA allocations that are more tailored to the local context as well as greater coordination of local housing policy implementation. A subregion is responsible for conducting its own RHNA process that meets all of the statutory requirements related to process and outcomes, including developing its own RHNA methodology, allocating a share of need to each member jurisdiction,

and conducting its own appeals process. The subregion's final allocation must meet the same requirements as the regional allocation: it must further the statutory objectives, have considered the statutory factors, and be consistent with the development pattern of the SCS.

What subregions have formed for the 6th Cycle of RHNA in the Bay Area?

ABAG has received notification of formation of two subregions:

1. **Napa County:** includes City of American Canyon, City of Napa, Town of Yountville, and the County of Napa (*does not include City of Calistoga or City of St. Helena*)
2. **Solano County:** includes City of Benicia, City of Dixon, City of Fairfield, City of Rio Vista, City of Suisun City, City of Vacaville, City of Vallejo, and County of Solano

Can a jurisdiction withdraw from a subregion?

Consistent with ABAG's approach for previous RHNA cycles, a jurisdiction may withdraw from a subregion without causing the dissolution of the entire subregion. If a jurisdiction withdraws from the subregion, the subregion's share of housing needs will be reduced by the number of units the withdrawing jurisdiction would receive from the most current version of ABAG's methodology available at the time when the jurisdiction decides to withdraw. The withdrawing member will then become part of the region's RHNA process, and it would receive its allocation based on the methodology adopted by ABAG.

RHNA AND LOCAL JURISDICTIONS

How are local jurisdictions involved in RHNA? Do they help create the housing methodology?

Elected officials and staff from each county are on the [Housing Methodology Committee \(HMC\)](#) to represent the jurisdictions in that county. The HMC will make recommendations about the allocation methodology to the [ABAG Regional Planning Committee \(RPC\)](#), and the RPC will make recommendations to the [ABAG Executive Board](#), which will take action at key points in the RHNA process. Local governments will have the opportunity to comment on the proposed and draft methodology, both in written comments and at public meetings. There will also be an opportunity for local governments to file appeals on the draft allocations.

How does RHNA impact local jurisdictions' general plans? What is a Housing Element?

California's [Housing Element Law](#) states that "designating and maintaining a supply of land and adequate sites suitable, feasible, and available for the development of housing sufficient to meet the locality's housing need for all income levels is essential to achieving the state's housing goals." Once a city, town or county receives its RHNA allocation, it must then update the Housing Element of its general plan and zoning to demonstrate how it will accommodate all of the units assigned for each income category. General plans serve as a local government's blueprint for how the city, town or county will grow and develop. There are seven elements that

all jurisdictions are required to include in the General Plan: land use, transportation, conservation, noise, open space, safety, and housing.

What agency is responsible for the certification of Housing Elements?

ABAG's role in the RHNA process ends once it has allocated a share of the Regional Housing Needs Determination (RHND) to each local government in the Bay Area. The [California Department of Housing and Community Development](#) (HCD) reviews and approves Housing Elements and is responsible for all other aspects of [enforcing Housing Element Law](#).

Is there any funding and technical assistance available to assist local jurisdictions in creating their Housing Elements?

In the 2019-20 Budget Act, Governor Gavin Newsom allocated \$250 million for all regions, cities, and counties to do their part by prioritizing planning activities that accelerate housing production to meet identified needs of every community. With this allocation, HCD established the [Local Early Action Planning Grant Program \(LEAP\)](#) with approximately \$25.6 million expected to come to cities and counties in the Bay Area and the [Regional Early Action Planning Grant Program \(REAP\)](#) with \$23.9 million expected to come to ABAG. The LEAP program augments HCD's [SB2 Planning Grants](#) which have provided approximately \$24 million in funding to localities in the Bay Area. ABAG is currently designing its REAP program to provide in-depth technical assistance to localities.

Some individuals in the Bay Area view their jurisdictions as "built out." How might communities with little to no vacant land meet their respective housing allocations?

Large and small communities throughout the Bay Area have successfully identified under-utilized, infill sites for housing development. In past RHNA cycles, numerous Bay Area communities were able to meet their housing allocation exclusively through the identification of infill sites to provide for future housing needs. Encouraging the development of Accessory Dwelling Units (ADUs) is another strategy many Bay Area communities have used to add more housing choices for residents.

Will my jurisdiction be penalized if we do not plan for enough housing?

State [Housing Element Law](#) requires that jurisdictions plan for all types of housing based on the allocations they receive from the RHNA process. The state requires this planning, in the form of having a compliant housing element, and submitting housing element annual progress reports, as a threshold or points-related requirement for certain funding programs (SB 1 Sustainable Community Planning Grants, SB 2 Planning Grants and Permanent Local Housing Allocation, etc.). Late submittal of a housing element can result in a jurisdiction being required to submit a four-year update to their housing element.

HCD [may refer jurisdictions to the Attorney General](#) if they do not have a compliant housing element, fail to comply with their HCD-approved housing element, or violate housing element

law, the housing accountability act, density bonus law, no net loss law, or land use discrimination law. The consequences of those cases brought by the Attorney General are up to the courts, but can include financial penalties.

In addition, as the housing element is one of the required components of the general plan, a jurisdiction without a compliant housing element, may risk legal challenges to their general plan from interested parties outside of HCD.

Local governments must also implement their commitments from the housing element, and the statute has several consequences for the lack of implementation. For example, failure to rezone in a timely manner may impact a local government's land use authority and result in a carryover of RHNA to the next cycle. Failure to implement programs can also influence future housing element updates and requirements, such as program timing. HCD may investigate any action or lack of action in the housing element.

Will my jurisdiction be penalized if we do not build enough housing?

For [jurisdictions that did not issue permits for enough housing](#) to keep pace consistent with RHNA building goals, a developer can elect to use a ministerial process to get project approval for residential projects that meet certain conditions. This, in effect, makes it easier to build housing in places that are not on target to meet their building goals.

GLOSSARY OF ACRONYMS

ABAG - Association of Bay Area Governments

AMI – Area Median Income

DOF - California Department of Finance

HCD - California Department of Housing and Community Development

HMC - Housing Methodology Committee

MTC - Metropolitan Transportation Commission

RHNA - Regional Housing Need Allocation

RHND - Regional Housing Need Determination

RTP/SCS - Regional Transportation Plan/Sustainable Communities Strategy

TCAC - California Tax Credit Allocation Committee



City of San Leandro

Meeting Date: July 19, 2021

Resolution - Council

File Number: 21-446 **Agenda Section:** CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Fran Robustelli
City Manager

BY: Tom Liao
Community Development Director

FINANCE REVIEW: Susan Hsieh
Finance Director

TITLE: RESOLUTION of the City of San Leandro City Council to Approve and Authorize the City Manager to Execute a Consulting Services Agreement with Rincon Consultants, Inc. to Prepare the 2023-2031 (Sixth Cycle) Housing Element Update, Related General Plan and Zoning Code Amendments, and Associated Environmental Impact Report; and to Appropriate \$300,000 in LEAP, \$47,400 in REAP, and \$152,600 in Planning Fee Funding for Said Agreement

WHEREAS, State law requires local agencies to adopt a Housing Element as part of the General Plan; and

WHEREAS, State law also requires a local agency to revise and update its Housing Element on a periodic basis and send those updates to the State Housing and Community Development Department (HCD) for review and certification; and

WHEREAS, the next update to San Leandro's Housing Element is due to HCD by January 2023; and

WHEREAS, complying with State law also requires preparation of amendments to the Zoning Code and General Plan, including a new Environmental Justice Element and updated Safety Element; and

WHEREAS, it is anticipated that California Environmental Quality Act (CEQA) documentation for the above amendments will consist of the production of an Environmental Impact Report (EIR); and

WHEREAS, in order to carry out this process and produce the updated Housing Element in a timely fashion, the City requires the assistance of professional consulting services; and

WHEREAS, on April 22, 2021 the City issued a Request for Proposals ("RFP") for

professional services to prepare the Housing Element Update and EIR and distributed the RFP to qualified consultant firms, and Rincon Consultants, Inc. submitted a proposal in response to the RFP on the required submittal deadline of May 20, 2021; and

WHEREAS, in accordance with the California Government Code and other applicable laws, Community Development Department staff carefully reviewed the qualifications and proposal of Rincon Consultants, Inc. and determined they possess the necessary quality, fitness, capacity, experience and expertise to provide the services sought by the City; and

WHEREAS, Rincon Consultants, Inc. submitted a proposal to prepare the Housing Element, related amendments, and EIR for a fee not to exceed \$500,000; and

WHEREAS, the City applied for and received a non-competitive \$300,000 Local Early Action Planning (LEAP) grant from HCD for preparation of the Housing Element and EIR; and

WHEREAS, the City applied for a non-competitive Regional Early Action Planning (REAP) grant from ABAG/MTC for \$47,400 for preparation of the Housing Element and EIR; and

WHEREAS, there are sufficient funds in the Long-Range Planning revenue account to off-set the balance needed to cover the remaining \$152,600; and

WHEREAS, an agreement between the City and Rincon Consultants, Inc., a copy of which is attached and incorporated herein, is presented to the City Council; and

WHEREAS, the City Council is familiar with the contents thereof; and

WHEREAS, the City Manager recommends approval of said agreement.

NOW, THEREFORE, the City of San Leandro City Council hereby RESOLVES as follows:

1. That the City Council hereby awards a consulting services agreement in an amount not to exceed \$500,000; and

2. The City Manager (or her designee) is hereby authorized and directed, on behalf of the City Council, to execute the attached consulting services agreement, in substantial form, on behalf of the City of San Leandro upon timely submission by Rincon Consultants, Inc. of the signed agreement; and

3. The City Manager (or her designee) is authorized to make all approvals and take all actions necessary or appropriate to carry out and implement the terms of the consulting services agreement and to administer the City of San Leandro's obligations, responsibilities and duties to be performed under the agreement.

4. The City Council authorizes the appropriation of \$300,000 into account 150-41-129-

5120 for expenditures off-set by the City's Local Early Action Planning (LEAP) grant award;

5. The City Council authorizes the appropriation of \$47,400 into account 150-41-130-5120 for expenditures off-set by the City's Regional Early Action Planning (REAP) grant award;

6. The City Council authorizes the appropriation of \$152,600 from the General Fund undesignated fund balance into account 150-41-131-5120 to cover the amount needed for this contractual obligation and will be off-set by permit fees collected for the City's Long Range Planning Fee--account 010-3385.

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
RINCON CONSULTANTS, INC.
TO PREPARE THE 2023-2031 (SIXTH CYCLE) HOUSING ELEMENT UPDATE, RELATED GENERAL
PLAN AND ZONING CODE AMENDMENTS, AND ASSOCIATED ENVIRONMENTAL IMPACT REPORT**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro (“City”) and Rincon Consultants, Inc. (“Consultant”) (together sometimes referred to as the “Parties”) as of July 20, 2021 (the “Effective Date”).

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2023, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant’s obligations hereunder.
- 1.5 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Consultant’s attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Consultant must submit completed self-certification form and comply with the LWO if covered.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed **\$500,000**, notwithstanding any contrary indications that may be contained in Consultant’s proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the

time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City

shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 5% of the total sum due pursuant to this Agreement within 60 days after completion of the scope of work and submittal to City of a final invoice, if all services required have been completed in accordance with the scope of work.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B, and shall not exceed **\$6,185**. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall

be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than **\$\$1,000,000** and automobile liability insurance for the term of this Agreement in an amount not less than **\$1,000,000** per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than **\$1,000,000** covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

4.3.4 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 Cyber Liability Insurance.

4.4.1 General Requirements. Consultant, at its own cost and expense, shall maintain cyber liability insurance for the term of this Agreement in an amount not less than \$1,000,000.00 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress; invasion of privacy violations; information theft; damage to or destruction of electronic information; release of private information; alteration of electronic information; extortion; and network security. The policy shall provide coverage for liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology services:

- Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended;
- Data theft, damage, unauthorized disclosure, destructions, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential City information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems;
- Loss or denial of service;
- No cyber terrorism exclusion;

Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs, including without limitation, notification costs, forensic analysis, credit protection services, call center services, identity theft protection services, and crisis management/public relations services.

4.4.2 Claims-Made Limitations. The following provisions shall apply if the cyber liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

4.4.4 Submittal Requirements. To comply with Subsection 4.4, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.5 All Policies Requirements.

4.5.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.5.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.5.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.5.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.5.5 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.5.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.6 Submittal of Proof of Insurance Coverage. All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be electronically submitted through the City's online insurance document management program, PINS

Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.

4.7 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of

such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any

provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

At City’s sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant’s economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the San Leandro City Clerk for the Form 700 and directions on how to prepare it.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by Avalon Schultz, Principal Planner ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

Stephen Svete, AICP
Vice President and Principal of Planning
Rincon Consultants, Inc.
449 15th Street, Suite 303
Oakland, CA 94612

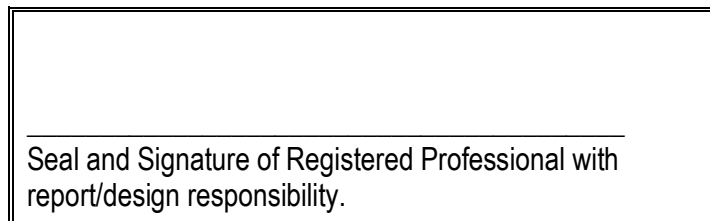
Any written notice to City shall be sent to:

Avalon Schultz, AICP
Principal Planner
City of San Leandro
835 East 14th Street
San Leandro, CA 94577

With a copy to:

City of San Leandro
Department of Finance
c/o Purchasing Agent
835 East 14th Street
San Leandro, CA 94577

10.11 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, C, and D represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	Indemnification
<u>Exhibit D</u>	COVID-19 Compliance Requirements

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Certification per Iran Contracting Act of 2010. In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

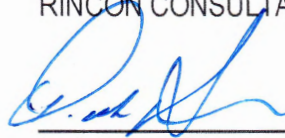
SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

RINCON CONSULTANTS, INC.

Frances Robustelli
City Manager



Richard Daulton
Principal/Vice President

Attest:

Leticia I. Miguel, City Clerk

Budget Approved:

Approved as to Fiscal Authority:

Susan Hsieh, Finance Director

150-41-129-5120, 150-41-130-5120 and 150-41-131-5120
Account Numbers

Approved as to Form:

Richard D. Pio Roda, City Attorney

Per Section 10.7: Form 700 Required

Tom Liao, Community Development Director

EXHIBIT A

SCOPE OF SERVICES

Task A. Project Initiation, Management, and Coordination

Project Initiation and City Tour

Upon authorization to proceed, Rincon will facilitate a kickoff meeting and city tour, if desired, with City staff. The purpose of the kickoff meeting is to discuss data needs and initial community issues and opportunities, set project expectations, and explain our proposed approach to the various components of the work program. The kickoff meeting is envisioned as a two-hour event followed by a citywide tour, if desired.

Following the kickoff meeting and conducted in a way deemed safe per COVID-19 conditions at the time of project initiation, the Rincon team and City staff will tour the city in individual vehicles to explore key underutilized, vacant, and opportunity areas of focus as part of the Housing Element update. The citywide tour is envisioned as a half-day (four hours) event, with COVID-compliant procedures if the team leaves the vehicles at any time during the tour.

Project Management and Coordination

Ms. Kremin will serve as the main point of contact with the City and track the project schedule and budget to ensure that we stay within their respective parameters. As project manager, she will regularly communicate with the City via telephone and email and will proactively identify any potential issues that arise. If issues arise that may affect the project schedule or budget, Rincon will immediately communicate this to the City and determine a mutually agreeable course of action for resolution. The Project Manager and the Principal in Charge will help ensure quality control by reviewing all work products before they are sent to the City. As part of this assignment, Ms. Kremin and/or our Housing Team lead, Ms. Weatherby, will participate in and/or conduct bi-weekly check-in conference calls with City staff, and pertinent consultant team members as needed, to review project statuses, milestones, and project needs and concerns. We have found such meetings to be essential in ensuring timely project execution.

Through these regular check-in calls, we will proactively identify project issues, immediately bring those issues to the attention of City staff, identify potential solutions, and coordinate with City staff as to the best course of action. Topics at these meetings may include any aspect of the project, e.g., public outreach, housing inventory assessment, document preparation, and CEQA.

Deliverables: Schedule, Data collection, Agendas, Summary, Presentations, and Correspondence

Task B. Community Outreach and Engagement

We understand that the City values community input and engagement. Gaining the attention and participation from a broad-based, diverse, and significant representation of San Leandro residents will require a strong community outreach and engagement plan. The Rincon team will develop a tailored community outreach plan providing at least four opportunities for involvement throughout the plan development process with engagement strategies that encourages participation broadly with all members of the San Leandro community and makes diversity, equity, and inclusion critical priorities.

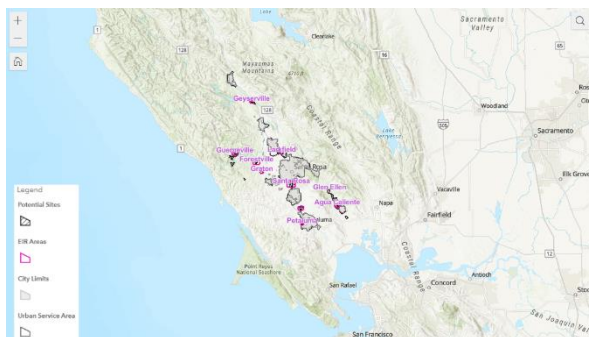
During the initial planning phase, the project team will be gathering data to evaluate existing housing programs and completing an analysis of the city's existing, projected, and special housing needs. During this time the project team will develop the community outreach and engagement plan, stakeholder database, webpage content and branded communication materials for both digital and print distribution. To build broad-based community awareness and encourage participation in plan development, the Rincon team will develop advertising and promotional strategies for both broad-base and targeted awareness especially within the under-represented, disadvantaged communities.

Our team will host an early virtual community workshop via Zoom, a web-based platform, and will use online collaborative engagement tools such as Miro and live polling to identify and understand the needs and priorities of the community. This live workshop will be followed up with a digital community survey hosted on the project webpage which allow for additional community-wide participation over the course of two weeks.

Once preliminary opportunity sites are identified, the project team will develop a branded interactive community engagement exercise which will allow community members to “fill in the gaps” of housing needs by providing their thoughts on where and how many dwelling units should go on which opportunity sites. Depending on current public health COVID-19 guidelines, the project team would create an interactive map-based activity in either digital or print form which will allow community members to provide input on opportunity sites.

Using a web-based platform such as Konveio our team will create a visually rich overview of the draft plan which will provide important highlights of and allow for community members to comment on the draft plan.

Participatory Mapping



Rincon will prepare an interactive digital map that will allow constituents and stakeholders to provide comments directly onto an interactive map of the project. The map is a fun, interactive way for stakeholders to drop comments on specific locations on the map or provide overall feedback for the project as a whole. The digital map will be part of the project website and used at community workshops and meetings to

collect comments as one component of collaborative, interactive exercises that facilitate problem solving and builds consensus. This digital platform will couple with the activities facilitated at workshops and other meetings. Geographically tagged, structured comments collected for the participatory map will also enable the team to gather other demographic information that can inform the planning process more generally, including alerting the team to populations that might be under-represented in the process.

Accordingly, Rincon will develop a mapping portal for this project that will include the following components:

- A publicly accessible, web-based comment form that stakeholders can fill out to provide comments and requests about the project
- A publicly accessible interactive web-based map showing the proposed project components, including alternatives, allowing stakeholders to view and provide comments at specific geographic locations and taken to community engagement events on tablets or laptops

Rincon will host these components on its secure cloud platform for the project duration and will coordinate with City staff to include links or embedded maps and forms into the San Leandro website. Rincon will deliver the comments in an MS Excel format and they will be included in the project deliverables. At the conclusion of the project, Rincon will coordinate with staff to transition the components to the San Leandro team if desired.

In addition, Rincon will translate the comment fields into three languages (Spanish, Chinese and Tagalog) to encourage use by non-native English speakers.

Deliverables: Public Outreach Plan, Multi-lingual Workshop/Meeting Materials, Participatory Mapping Tool and Website Content

Task C. Evaluation of Existing Housing Element

Document Review

Rincon will review relevant portions of available resources including various codes, standards, and policies maintained by the Planning Department, the 2035 General Plan and EIR, the Bay Fair Transit Oriented Development Specific Plan and EIR, Downtown Transit-Oriented Development Strategy, Downtown Design Guidelines and Principles, AC Transit Multimodal Design Guidelines, the East 14th Street South Area Development Strategy, the Climate Action Plan, the North Area Specific Plan, the Shoreline Development Project EIR, and the draft Objective Design Standards (if available). Additional information will be provided by the City upon award of contract, including the City’s updated site inventory and development status information and city GIS data layers. We also anticipate the use of regional planning documents such as the Association of Bay Area Governments (ABAG) Comprehensive Economic Development Strategy for the San Francisco Bay Area, 2011 Bay Area Hazard Mitigation Plan, the Metropolitan Transportation Commission Plan Bay Area 2050 plans, the Alameda County Regional Analysis of Impediments to Fair Housing Choice (January 2020), and ABAG housing information, including the RHNA for the Housing Element Cycle, when finalized. Additional data

or document needs will be assessed and discussed with the City to determine how the information is best accessed and/or shared. We will also include an analysis of the effectiveness of programs to address the needs of the unhoused population per AB 139.

Review and Evaluation of Current Housing Element

As an initial task to the Housing Element update, and following the kickoff meeting, we will review and evaluate the 2015-2023 Housing Element. Specifically, we will:

- Discuss the effectiveness and continued appropriateness of current housing programs and policies
- Evaluate the City's progress in meeting current goals
- Identify any barriers to achieving identified goals
- Review compliance with new State laws
- Identify potential revisions to existing programs

We will start by evaluating the City's latest Housing Element Annual Progress Report. We will interview staff and compile additional information to provide an assessment of the continued appropriateness of existing programs and whether new programs should be added to address emerging trends and issues. Upon completion of this review, we will provide a memorandum summarizing our findings. We assume one round of review on the memorandum.

Deliverable: Draft and Final Existing Housing Element Review Memorandum

Task D. Existing and Projected Housing Needs

The Rincon team, led by Veronica Tam Associates, will prepare a complete housing assessment and needs analysis consistent with State Housing Element law and HCD's Completeness Review Checklist. The Needs Analysis will be comprehensively updated with the most recent American Community Survey and housing market data. The Needs Analysis will contain the topics listed below to satisfy Government Code Section 65583(a) requirements:

- **Demographics, Income, and Employment Trends.** This section includes information on the population growth trends, along with income distribution and employment trends.
- **Household Characteristics.** This section will also discuss household characteristics such as size, tenure, composition, and overcrowding conditions that may impact housing needs.
- **Housing Stock Characteristics.** This section will be an analysis of the condition of the existing housing stock as well as cost and affordability, including discussions on cost burden (overpayment).
- **Residential Building Permit Activity.** This section will discuss residential building permit trends for single-family and multi-family products, building code regulations, fees, and permit and processing procedures. We will also analyze constraints on housing for persons with disabilities, as well as the city's current permitting procedures for emergency shelters, transitional and supportive housing, and single-room occupancy units.
- **Analysis of Special Housing Needs.** The Rincon team will update the analysis of housing needs for special needs populations, including senior households, persons with disabilities,

large families, single female-headed households, low-and very-low-income households, and the homeless.

- **At-Risk Housing (Assisted Unit) Analysis.** This task will include an analysis of existing assisted housing developments that are eligible to change from low income housing to market rate over the next 10 years (i.e., at-risk housing). This analysis will cover units that are deed-restricted as low income housing as a result of public assistance, density bonus requirements, and inclusionary housing program.

We have budgeted 8 staff hours to tailor the work as needed. We assume one round of review on the memorandum.

Deliverable: Draft and Final Existing and Projected Housing Needs Memorandum

Task E. Fair Housing

The Rincon team will prepare an assessment of fair housing practices and examine the relationship between available sites and areas of high opportunity. We will then draft a memorandum outlining the City's Fair Housing Needs. We assume one round of review on the memorandum. The City's Fair Housing Program will be finalized and included in the Draft and Final versions of the Housing Element.

Deliverable: Draft Fair Housing Needs Memorandum

Task F. Housing Constraints

The Rincon team will identify potential governmental and non-governmental constraints to housing production, including environmental and infrastructural constraints. This analysis will contain a review of factors that may potentially constrain the development, improvement, and preservation of housing in San Leandro. Factors to be reviewed include market, governmental, environmental, and infrastructural constraints. New Housing Element laws also require the assessment of non-governmental constraints, including NIMBYism, lending practices, shortage of labor, and other economic factors.

Where constraints exist, the Rincon team will identify and develop housing programs that can assist in the removal of constraints, where feasible. For each program, the Rincon team will identify potential funding sources, the lead agency or City division responsible for implementation, objectives, and timeframes. We assume one round of review on the memorandum. The City's housing constraints will be summarized in the Draft and Final versions of the Housing Element.

Deliverable: Draft Housing Constraints Memorandum

Task G. Sites Inventory

San Leandro's Illustrative RHNA Allocation for the 6th cycle is approximately 4,000 units. Based on this allocation, the Housing Element update will require efforts to identify sites with

sufficient capacity for the RHNA, taking into consideration the following adequate site requirements under new Housing Element laws:

- No net loss of capacity when sites are developed
- Continued ability to meet the RHNA by income group
- Stringent standards for assessing feasibility when reusing vacant and underutilized sites that have previously been included in the 5th cycle Housing Element
- Demonstrated trends of development

We understand that ABAG is developing a site selection tool to assist jurisdictions as they prepare their parcel-specific sites inventory. We assume this tool will be available to the for use in the development of the San Leandro sites inventory. Using this tool, a parcel-specific sites inventory will be developed and opportunities for lot consolidation will be identified. We will prepare an “adequate sites analysis” showing the relationship between the City’s RHNA and the dwelling unit capacity, availability of potential housing sites based on zoning, infrastructure, and General Plan policies, requirements, and limitations.

Assembly Bill (AB) 1397 (Adequate Sites) and SB 166 (No Net Loss) impose stringent requirements on the sites inventory for RHNA. Given the city’s development pattern, it is anticipated that most sites identified in the sites inventory will be focused around the Bay Fair BART station, downtown, and the East 14th Street corridor. Some of the sites may also have been used in a previous housing element cycle. To include these sites in the sites inventory, additional justification is required and may need to include:

- Lot consolidation potential
- Feasibility of development on smaller sites
- Impediments for residential development on non-vacant sites
- Recent development on similar sites
- Substantial evidence the existing use is likely to be discontinued within the planning period

Following the analysis of available sites, the Rincon team will prepare a sites inventory using HCD’s current inventory worksheet format and template. The Rincon team will work closely with staff and HCD to provide an expanded analysis of the sites inventory. We assume one round of review on the report. Maps will be provided in the Housing Element itself and are not required as part of the sites inventory worksheet. The Rincon team will prepare the maps as outlined in Task K, below.

Deliverable: Draft and Final Sites Inventory

Task H. Funding and Other Housing Resources

The Housing Resources and Opportunities section will include a description of the City’s 2023-2031 RHNA. This analysis will examine the resources and opportunities available for the development, rehabilitation, and preservation of housing. It will include an inventory and analysis of the land resources (i.e., vacant and underutilized sites), as well as the financial and administrative resources available to support housing activities.

Units Approved, Built, or Under Construction. A jurisdiction can count units that are approved, built, or under construction as of the beginning of the projection period, or completed after that date, but before Housing Element adoption, against its RHNA and calculate the remaining housing need. The consultants will count any of these units against the RHNA and calculate the remaining housing need.

Adequacy of Public Facilities and Services. The consultants will prepare an assessment of the adequacy of water and wastewater infrastructure to meet existing and future housing needs, based on information from local water and wastewater master plans, specific plans, and city staff input.

Inventory of Financial and Administrative Resources. The consultants will describe local, State, and federal financial and administrative resources available to help the city implement its housing programs.

Energy Conservation Opportunities. The consultants will describe opportunities for energy conservation, including the City's existing General Plan policies that promote energy conservation, and alternative energy and green building measures. The consultants will also describe local energy conservation programs, such as weatherization and rebate programs provided by local utility companies. In addition, the consultants will describe progress toward implementing the measures and standards set forth in the City's Climate Action Plan.

As part of this task, Rincon will survey and identify federal and State programs that facilitate the development of housing for very low, low, and moderate-income households. Rincon will highlight the description, type of funding, application and timing, magnitude, and availability of each funding source. The survey findings will be summarized in a high-level comparative matrix. For each program or funding source, Rincon will also indicate whether the City is already accessing these funding programs. Housing legislation and grant funding availability will be included in the tracking spreadsheets as well.

We assume one round of review on the Housing Resources memorandum. The City's housing resources will be summarized in the Draft and Final versions of the Housing Element.

Deliverable: Draft and Final Funding and Other Housing Resources Memorandum

Task I. Goals, Policies, Programs and Quantified Objectives

Based upon the analyses and research conducted in the previous tasks, the Rincon team will develop programs, policies, programs and quantified objectives to guide implementation of the Housing Element over the next 8 years. Housing goals, policies, and quantified objectives will focus on the production, conservation, maintenance, preservation, and improvement of housing. For each program included in the Housing Element, we will establish the timeframe for implementation, specific objectives, funding sources, and responsible agencies. All goals, policies and programs will be incorporated into the Housing Element. We assume one round of review on the memorandum. The City's goals, policies and programs related to housing will be summarized in the Draft and Final versions of the Housing Element.

Deliverable: Draft Goals, Policies, and Programs Memorandum

Task J. General Plan Amendments

General Plan Consistency

Rincon will review relevant legislation that has passed since the City's 2035 General Plan update and its applicability to San Leandro. Analysis of relevant legislation and assessment of potential City document amendments will guide our recommendations regarding public engagement and review. The Rincon team will prepare a General Plan Amendments Recommendations Memorandum detailing the findings of our legislative analysis and City planning document review and provide recommendations for amendments to the Land Use and Safety Elements to provide for consistency with the Housing Element.

The three primary housing growth areas prioritized in the General Plan and other recent planning efforts – downtown, Bay Fair, and the East 14th corridor – are anticipated to continue providing most of the new higher density housing sites in the City through this Housing Element Update, with some additional housing also anticipated in some other areas such as the Shoreline area and some existing residential neighborhoods. The Recommendations Memorandum will also identify if updates may be needed to existing area-specific planning documents – such as the Downtown Transit-Oriented Development Strategy, the Bay Fair TOD Specific Plan, or the East 14th Street South Area Development Strategy – in addition to recommended General Plan amendments. At the same time, these three growth areas provide a significant amount of untapped housing development potential just through existing general plan and zoning allowances. As a result, the Rincon team will seek to avoid extraneous General Plan or zoning amendments by accommodating Housing Element growth and sites within existing General Plan and zoning allowances when possible. This task will also include review of ongoing effort to create citywide objective design standards for multi-family residences, to understand if any recommended general plan amendments, zoning amendments, or other changes to existing housing development potential are anticipated or recommended as a result of the process.

In addition, Rincon will outline the legislative requirements and recommendations from the California Office of Planning and Research (OPR) concerning environmental justice.

General Plan Amendments

Upon approval of the General Plan Amendments Recommendations Memorandum, the Rincon team, led for this task by Miller Planning Associates, will prepare an Administrative Draft of Land Use Element Amendments found to be necessary. Based on the evaluation of the current General Plan, issues and opportunities identified as part of the legislative analysis, and in conjunction with the Housing Element Update, we will prepare revisions to existing goals, policies, and actions, as appropriate and propose new goals, policies, and actions, as appropriate. This effort will focus on refinements and updates to address key policy topics, new plans and trends, and new State mandates and guidelines.

We will strive to make the updated Land Use Element self-mitigating, working with City staff to craft policies and actions that address physical change and environmental issues. We will look at those policies and actions through a CEQA lens to determine the likely outcome of the EIR

impact evaluation process. Where we see likely gaps in effective mitigation of potential environmental effects, we will suggest strengthened or additional policies and actions. By taking this approach, we avoid surprises and minimize (or eliminate) additional mitigation measures from the CEQA process.

Rincon anticipates up to two rounds of review of the Land Use Element amendments. Each draft will be submitted electronically (Word) only, and we will respond to compiled, tracked changes from the City. The Land Use Element table of contents (including figures, tables, and charts), glossary, and index will be updated as appropriate to reflect changes made throughout the document. The final version of the Land Use Element will be provided as digital files (Word and PDF, and no hard copies have been assumed). We assume one round of review on the memorandum and elements.

Deliverables: Draft and Final General Plan Amendments Recommendations Memorandum and Draft General Plan Elements

Safety Element Amendment

There have been a number of pieces of legislation approved over the past 5 years that require cities to update Safety elements. This is a selection of key legislation:

- SB 1035 requires a jurisdiction’s safety element to be revised to identify new information on fire hazards, flood hazards, and climate adaptation and resiliency strategies applicable to the city and county that was not available during the previous revision of the safety element.
- SB 379 requires all cities and counties to include climate adaptation and resiliency strategies in the safety elements of their general plans beginning January 1, 2017. The bill requires the climate adaptation update to include a set of goals, policies, and objectives for their communities based on the vulnerability assessment, as well as implementation measures.
- SB 99 requires a local government to review and update the safety element during the next revision of the housing element (on or after January 1, 2020) to identify residential developments in hazard areas that do not have at least two emergency routes.
- AB 747 requires a local jurisdiction to evaluate evacuation routes for their capacity, safety, and viability under a range of emergency scenarios in the safety element upon the next revision of the Local Hazard Mitigation Plan.
- AB 3065 requires cities and counties to allow the State Board of Forestry and Fire Protection 90 days to provide comment on the draft Safety Element prior to adoption.

Review and Evaluate Current Safety Element

Rincon will review and evaluate the current draft version of the Safety Element to determine its compliance with State law. Rincon will identify any necessary updates to the City’s Safety Element to ensure that it complies with State regulations and maintains consistency with the updated Housing Element. To avoid duplication of research and analysis, our scope assumes that we will review the City’s Local Hazard Mitigation Plan (2017) and integrate climate adaptation and resiliency strategies, as appropriate. If the Local Hazard Mitigation Plan needs

to be updated, Rincon will prepare a scope of work and a budget estimate for the additional work.

Rincon will summarize existing natural and manmade hazards and how they will be affected by the existing climate crisis, utilizing data from local, regional, State, and federal resources. As part of this evaluation, Rincon will summarize the geological environment and associated hazards, including how these hazards will evolve over time as a result of climate change.

Vulnerability Assessment

Rincon will prepare a vulnerability analysis to begin defining future adaptation strategies for the general plan and other planning efforts to better understand the potential impacts and vulnerabilities to climate change hazards and meet the requirements of SB 379 Rincon will complete a vulnerability assessment to identify the community assets that are most vulnerable to the potential impacts of climate change across key sectors, including infrastructure, buildings, natural systems, economic assets, and vulnerable populations. The vulnerability assessment will specifically detail the hazards that are associated with the various impacts of climate change in San Leandro, the expected magnitude, identify and map key sectors and their assets exposed to climate hazards, and conduct a spatial and quantitative analysis of the sensitivity and adaptive capacity of each sector, evaluating the vulnerability of each consistent with the California Adaptation Planning Guide and SB 379. This analysis will consider how future extreme events may stress vulnerable populations and assets past their ability to adapt and overcome climate-related challenges.

Evacuation Route Analysis

Alameda County is currently preparing a County-wide evacuation route analysis using the Zonehaven evacuation management platform. Our understanding is that this will include mapping and analysis of evacuation routes in compliance with SB 99 and AB 747 and will incorporate the County's Zonehaven data into the updated Safety Element. We therefore assume no specific evacuation route analysis will be required for San Leandro. If additional data gathering or analysis is required, a contract amendment will be necessary to fulfill these legal requirements.

Draft and Final Safety Element Updates

Rincon will prepare updates to the Safety Element to maintain consistency amongst all General Plan Elements and address recent legislation highlighted above, Seismic Hazard Zones (i.e., Seismic Hazards Mapping Act of 1990 and the Alquist-Priolo Earthquake Fault Zoning Act of 1972) and soil strength properties. Rincon will describe major creeks, streams, and drainages, and will summarize the latest FEMA floodplain mapping to illustrate potential safety and development constraints. Rincon will summarize urban fire risks, fire hazard risk areas, and fire protection resources. Rincon will also summarize major users and producers of hazardous materials within or adjacent to San Leandro.

Rincon anticipates up to two rounds of review of the Safety Element amendments. Each draft will be submitted electronically (Word) only and we will respond to compiled, tracked changes

from the City. The Safety Element table of contents (including figures, tables, and charts), glossary, and index will be updated as appropriate to reflect changes made throughout the document. If required, Rincon will submit the Public Review Draft Safety Element to CALFIRE for review and facilitate the ongoing consultation with the agencies to ensure compliance with all State guidelines and requirements. The final version of the Safety Element will be provided as digital files (Word and PDF), and no hard copies have been assumed.

Deliverables

- One electronic copy of the Draft Safety Element
- One electronic copy of the Public Review Draft Safety Element
- One electronic copy of the Final Safety Element

Environmental Justice Element

Existing Conditions Analysis

Low-income communities along with communities of color are often disproportionately burdened with pollution and its associated health risks. In 2016, the State of California signed SB 1000 into law, aiming to address inequitable distribution of pollution and its associated health risks specifically in low-income communities and communities of color. SB 1000 amended Government Code Section 63502, requiring both cities and counties to incorporate environmental justice policies and programs into their general plan if two or more elements are being updated and/or revised concurrently, and if the jurisdiction identifies any disadvantaged communities present within the jurisdiction’s planning area boundaries. Cities and counties can address environmental justice by either adopting a separate environmental justice element or by integrating environmental justice goals, policies, and objectives throughout other general plan elements.

Rincon will work with the City to develop the most appropriate method to identify disadvantaged communities, which may involve social mapping tools such as CalEnviroScreen provided by the California Environmental Protection Agency. This process will also involve the characterization of the major challenges that San Leandro’s disadvantaged communities face, such as adverse air quality caused by industrial activities or inadequate access to regional transportation. Rincon will then develop policies address issues that adversely disadvantaged communities.

Environmental Justice Element

The Environmental Justice Element will define and identify disadvantaged communities in San Leandro, strive to understand the unique and disproportionate challenges faced by these communities, and guide the city’s efforts to address issues related to social equity and environmental justice. Pursuant to SB 1000, this element will address pollution exposure, provision of public facilities, food access, residential safety and opportunities for physical

activity. In addition, this element will offer goals and policies on promoting meaningful community engagement among disadvantaged communities and recommendations to improve existing programs that promote equity and inclusiveness in the decision-making process. As social equity and environmental justice are interconnected to many other components of the General Plan, policies developed for this element will be tied to those in other elements, such as the Land Use Element and Public Safety Element.

Rincon will prepare the Environmental Justice Element for the City. We anticipate up to two rounds of review of the element. Each draft will be submitted electronically only and we will respond to compiled, tracked changes from the City. The Environmental Justice Element table of contents (including figures, tables, and charts), glossary, and index will be updated as appropriate to reflect changes made throughout the document. The final version of the Environmental Justice Element will be provided as digital files, and no hard copies have been assumed.

Deliverables:

- One electronic copy of the Draft Environmental Justice Element
- One electronic copy of the Public Review Draft Environmental Justice Element
- One electronic copy of the Final Environmental Justice Element

Task K. Zoning Map and Zoning Code Amendments

Following preparation of the Administrative Draft Housing Element, the Rincon team, led for this task by Miller Planning Associates, will prepare a list of municipal code sections that will need to be amended to maintain consistency with updated Housing Element programs and identified General Plan amendments. Changes to the municipal code will need to address the development of new residential zones or any re-zoning or upzoning that are required to accommodate the City’s RHNA allocation. At the same time, the Rincon team will seek to avoid extraneous zoning amendments by accommodating Housing Element growth and sites within existing zoning allowances when possible. The list will prioritize changes to those codes that would result in the most widespread housing development potential prioritized over changes that would not have as much impact. Rincon will also prepare land use map and Zoning Map amendments as required to implement the policies and programs set forth in the Housing Element Update. We assume one round of review on the memorandum, maps and amendments.

Deliverables: Draft and Final Zoning Code Recommendations Memorandum, Revised Zoning Maps, Draft Zoning Code Amendments

Task L. Draft Housing Element and Public Hearings

Administrative Draft Housing Element

The Rincon team will prepare the administrative draft Housing Element based on analysis, research, and comments/discussions from the previous tasks. To ensure consistency across all

General Plan elements, the Housing Element will be formatted to match the style and layout of the San Leandro 2035 General Plan. We assume that the City can provide the MS Word file for one of the General Plan elements for Rincon's use, and we will not need to convert the files for style and formatting purposes.

Our timeline and budget assume one round of review by City staff. The Administrative Draft Housing Element will be provided in Word and PDF versions. We assume one round of review on the draft Housing Element.

Public Review Draft Housing Element

We will incorporate staff comments to formulate the public review draft Housing Element to be reviewed by City decision makers prior to submitting to HCD for review. We will work with City staff to compile a list of stakeholders and agencies/organizations to receive notification of the availability of the draft Housing Element.

Public Hearings

The Rincon team will attend up to two Planning Commission and City Council meetings to discuss the draft Housing Element. We anticipate these meetings will be a combination of study sessions and public hearings to inform decisionmakers about the housing element process, discuss site selection strategies and challenges, and to present the Draft Housing Element prior to submitting to HCD for their review.

Deliverables: Administrative Draft and Draft Housing Element, and Presentations

Task M. Final Draft Hearings, Final Adoption and Certification

Final Draft Housing Element

Following HCD review, the Rincon team will incorporate comments received from HCD and the general public to formulate the Final Housing Element prior to City Council adoption.

HCD Certification

HCD review of the Draft Housing Element is mandatory. During the review, we will work to address all HCD comments and will communicate with HCD and facilitate review of the revisions via revised pages. All revisions made to the Draft Housing Element will be shown as tracked changes. The goal is to secure a Finding of Substantial Compliance on the Draft Element before proceeding to adoption. This way, final certification will be contingent upon adopting the Housing Element as revised and reviewed by HCD and the City would avoid adopting a Housing Element that does not completely meet HCD requirements and needing to repeat the review and adoption process again. Throughout the HCD review process, the Rincon team will maintain contact with HCD staff via email and phone calls regarding the City's progress, key issues to be addressed, and alternative approaches to compliance. After adoption, the Housing Element must be submitted to HCD for its final review within 90 days. We have assumed 36 staff hours for this task. If more time is required, we will work with the City to figure out the most efficient path to HCD certification.

Public Hearings

The Rincon team will attend a Planning Commission meeting and a City Council meeting to discuss and adopt the City's 6th Cycle Housing Element.

The RFP acknowledges the potential for additional City meetings. The Rincon team attendance at these meetings will be billed on a time and materials basis at current rates, as shown in our cost sheet and rates. The cost of our attendance at subcommittee meetings will vary depending on the level of consultant team involvement and the topic at hand. A per meeting cost per firm is anticipated to range from \$1,200 to \$2,500.

Deliverables: Final Housing Element, Reports, Resolutions, Presentations, and Correspondence

Task N. CEQA Documentation

The Rincon team will prepare the required CEQA review for the project. Prior to finalizing the scope of the CEQA document, the Rincon team will review certified EIRs to see if an addendum or supplemental document could be prepared. We will discuss our recommended approach with the City before commencing this task. For purposes of budget, we scoped the following subtasks to prepare a standalone EIR.

Notice of Preparation and Scoping Meeting

The Rincon team will draft a Notice of Preparation (NOP) in consultation with City staff. The NOP will include a brief description of the scope of the project, a map of the opportunity sites, and instructions for submitting comments, as well as other CEQA-required information. The Rincon team will submit a final PDF copy of the NOP to City staff for posting on its website and for distribution to public agencies. We assume the City will distribute the NOP. The Rincon team will upload the NOP to the State Clearinghouse/Office of Planning and Research using their online platform (no printed copies are currently needed for this filing), and will file the NOP with the County Clerk.

During the 30-day public scoping period for the NOP, the Rincon team and City staff will conduct a public scoping meeting to introduce the CEQA process and timeline, and to obtain input on the EIR scope. The Rincon team will summarize the comments into general themes to be addressed in the EIR. This scope assumes no transcript of verbatim comments will be provided.

Administrative Draft EIR

The Rincon team will prepare an administrative draft EIR in compliance with CEQA requirements, comments on the NOP, and information from other relevant documents completed by the City in recent years. Each topical section in the environmental analysis will be introduced with a brief statement of its context in the EIR. The setting for each topical section of the EIR will describe existing conditions relevant to the topic and provide the groundwork for impact analysis. The Rincon team will clearly state the thresholds used to determine the significance of project impacts and will include thresholds in the CEQA Guidelines, Appendix G, City guidelines (as applicable), and existing regulatory standards, where applicable. For each potentially significant impact identified in the administrative draft EIR, the Rincon team will

identify feasible mitigation measures to avoid or reduce identified impacts. To prepare an EIR that meets the needs of the City and complies with CEQA, the EIR will include the following sections:

- **Executive Summary.** This section will provide a summary of the entire EIR, including a summary of impacts and mitigation measures in matrix format.
- **Introduction and Environmental Setting.** The introduction will describe the purpose of the EIR, the scope of issues to be addressed, and present the organization of the report. This section will include a discussion of areas where the project was found to have no impacts.
- **Project Description.** The project description will contain the City’s objectives for the project, a summary of goals, policies, programs, development regulations, and a graphical depiction of the proposed opportunity sites.
- **Analysis, Impacts, and Mitigation Measures.** Analysis of impacts will include four main components:
 - **Setting:** description of current conditions with respect to the issue in question, including the existing regulatory environment
 - **Impact analysis:** discussion of potentially significant effects of the proposed project; impacts are typically compared to established “thresholds of significance.”
 - **Programmatic mitigation measures:** methods by which significant effects can be reduced or eliminated
 - **Level of significance after mitigation:** discussion of whether proposed mitigation measures would reduce impacts to less than significant
- **Alternatives.** The EIR will consider up to two alternatives to the proposed project, including the “no project” alternative. The alternatives analysis will be less detailed than the project analysis but will identify the magnitude of each impact and associated mitigation requirements. The Rincon team will work with City staff to develop a reasonable alternative that will meet most of the project’s objectives and reduce or avoid impacts to the environment.
- **Other Required CEQA Issues.** The EIR will provide, in addition to the sections discussed above, all other required CEQA issues, including areas of known controversy, growth inducement effects, and significant unavoidable impacts.

The EIR will address all issue topics listed in CEQA Guidelines Appendix G. These issues, which will be analyzed in a programmatic framework, will include:

Aesthetics. The aesthetic analysis will consider such issues as alteration of public views, changes in visual character, and increased light and glare. The analysis will focus on maintaining the existing visual character within the city. The analysis will also consider consistency with relevant City thresholds and documents addressing design and development standards. We will refer to the Objective Design Standards to be adopted fall 2021.

Air Quality. This section will be prepared in accordance with Bay Area Air Quality Management District (BAAQMD) Guidelines. Both temporary construction effects and long-term regional effects will be considered. It will compare growth potential under the Housing Element to

growth forecasts contained in BAAQMD air quality plans to determine consistency with local air quality planning. This analysis will use trip generation rates from the transportation analysis.

Biological Resources. The Rincon team will conduct a biological resources analysis as a desktop, program-level analysis. The Rincon team will identify potential impacts to biological resources that could occur from development under the proposed project, and to develop a suite of measures that would be required to avoid, minimize, and/or mitigate potential impacts. Because this will be a programmatic-level analysis, no project-level analyses of potential impacts will be conducted; however, the proposed measures will outline a project-level process for the analysis and identification of project-specific impacts to biological resources, and a process for selecting appropriate measures that would be applicable for development of specific sites, to reduce the need for additional CEQA-level analysis for individual projects.

Cultural Resources. This analysis will address archaeological and historic resources. The Rincon team will also prepare the SB 18 and AB 52 consultations, described further under Tribal Cultural Resources. The cultural resources analysis will review historic resources, archaeological resources, and paleontological resources within the city and the potential impacts to those resources as a result of the project. To compile a listing of recognized significant historic and prehistoric resources, information will be obtained from the State Office of Historic Preservation and San Leandro Historical Society (if available).

Greenhouse Gas Emissions. This analysis will consider the project's potential contribution to cumulative impacts related to GHG emissions and climate change. The Rincon team will present an overview of the current regulatory framework regarding GHG emissions and climate change, including SB 32, AB 32, SB 97, and SB 375, as well as adopted amendments to the CEQA Guidelines. We will also confirm that the Housing Element would be consistent with the City's Climate Action Plan.

Land Use and Planning. This section will examine land use policy issues. The Rincon team will prepare an objective discussion of whether and how the proposed Housing Element would be consistent with 2035 General Plan and EIR, the Bay Fair Transit Oriented Development Specific Plan and EIR, Downtown Transit-Oriented Development Strategy, Downtown Design Guidelines and Principles, AC Transit Multimodal Design Guidelines, the East 14th Street South Area Development Strategy, the Climate Action Plan, the North Area Specific Plan, the Shoreline Development Project EIR, and the draft Objective Design Standards (if available). This section will reflect the General Plan consistency analysis performed in Task J above.

Noise. The noise analysis will examine both temporary construction noise, traffic noise impacts to new receptors, and long-term operational noise. Noise model calculations will be included as an appendix to the EIR, and the technical analysis will be summarized in the EIR section. Construction noise will be estimated based on information from the U.S. Environmental Protection Agency, the Federal Transit Administration, and the Federal Highway Administration. Traffic noise will be estimated based on traffic volume data used in the transportation analysis. In addition, the analysis will evaluate temporary construction and long-term vibration associated with the project estimated based on information from the Federal Highway Administration.

Public Services and Recreation. This section will address potential impacts relating to police protection and fire protection services, schools, and parks and recreational facilities. This section will use existing information and information from service providers to determine service levels and existing and projected gaps in service that may result from anticipated development of approximately 4,000 housing units in the city.

Transportation. Kittelson & Associates will prepare descriptions of the transportation network near identified major housing sites including the roadway network, bicycle and pedestrian facilities, and transit service. Kittelson will rely on prior documents and any available information to update for changed conditions.

Kittelson will prepare the circulation analysis for the Administrative Draft EIR. Thresholds of significance will be established based on the CEQA guidelines. Since the City has not yet adopted VMT guidelines and thresholds, Kittelson will recommend these based on OPR or any recent County guidelines (should they be available). Regarding VMT, the California Office of Planning and Research (OPR), in its Technical Advisory on Evaluation Transportation Impacts in CEQA, December 2018, provides suggested thresholds of significance related to VMT that may be applied for this project. The OPR guidance also includes suggested screening criteria that can be applied to certain projects including small infill developments (less than 110 trips per day), developments near major transit facilities, and developments containing 100 percent affordable residential units. The proposed VMT analysis will identify specific housing sites and/or housing types that may qualify for screening out of VMT analysis.

Kittelson will determine the VMT per capita associated with the combined housing sites as a whole using Alameda CTC model output for the preferred scenario, focusing on the difference between the “no project” and “proposed project” conditions. If deemed appropriate by the City, Kittelson would also provide VMT per capita estimates developed individually for the largest housing sites (up to ten), applying metrics from the Alameda CTC model including post processing adjustments to account for density and affordability as appropriate.

If implementation of the Housing Element is determined to have potentially significant VMT impacts, Kittelson will develop mitigation measures related to VMT reduction, including Transportation Demand Management (TDM) strategies that may be implemented programmatically or at the project level to reduce VMT impacts. They would either be based on CAPCOA recommendations for TDM, or any available TDM tools currently being developed by Alameda CTC. If it is deemed infeasible to fully mitigate VMT impacts to less than significant levels, Kittelson will identify which mitigation measures are considered to be feasible along with their anticipated efficacy. For mitigation measures deemed to be infeasible, the reasoning for that determination will be explained. As appropriate, Kittelson will also work with the team to incorporate VMT reduction strategies into Housing Element policies.

Consistent with the program-level nature of the EIR, the circulation analysis will broadly assess circulation safety and as well as pedestrian, bicycle, and transit modes including consistency with adopted multimodal policies and bicycle network plans. An assessment of emergency access will be qualitative given the programmatic nature of the EIR, focusing primarily on the accessibility of sites to the regional roadway network and primary emergency responder routes.

Tribal Cultural Resources. The Rincon team will collect regional background information on tribal cultural resources that could be affected by the project. The collected information will include Native American Heritage Commission Sacred Lands File Search, reviews of regional ethnographic information, information from relevant past projects, and information provided through government-to-government tribal consultation in accordance with AB 52 and SB 18. The Rincon team will then assist the City with government-to-government Native American consultation by preparing the AB 52- and SB 18-specific letters to be placed on City letterhead, preparing and submitting a Native American Heritage Commission Sacred Lands File SB 18 request, and preparing a tracking sheet and instructions to be provided to the City. The instructions will include details regarding schedule and timelines associated with AB 52 and SB 18 to ensure timely consultation.

Utilities and Service Systems. This section will discuss potential impacts to water supply and service systems, wastewater conveyance and treatment systems, and solid waste collection and disposal systems. The evaluations of service systems will involve contact with the service providers. The Rincon team will prepare a water supply assessment per SB 610 requirements, given the proposed increase in residential units in the Housing Element update.

Wildfire. This section will discuss the project's potential impacts related wildfire risk, including the impact to emergency plans, exposure of project occupants to wildfire risk, impacts of required infrastructure improvements, and exposure to other hazards associated with wildfire, using information from the California Department of Forestry and Fire Protection, the City's Local Hazard Mitigation Plan, and any information available from the Safety Element.

The Rincon team will provide City staff with 5 paper copies and one electronic copy of the Administrative Draft EIR and associated appendices (electronic versions only). The Rincon team will incorporate City staff input into the administrative draft EIR. This scope of work assumes that City staff will conduct one round of review of the administrative draft EIR and provide consolidated, non-contradictory comments and edits. The Rincon team will incorporate appropriate revisions and meet with the City if needed to discuss comments. The Rincon team will prepare a clean copy of the screen check draft EIR. The Rincon team will provide the screen check version in digital format and one paper copy if requested.

[Publish Draft EIR](#)

The Rincon team will prepare and distribute the required copies of the Draft EIR to the State Clearinghouse, including all required accompanying forms, such as the Notice of Completion. The Rincon team will also file the Notice of Availability of the Draft EIR with the Alameda County Clerk. It is assumed that City staff will distribute the Notice of Availability of the Draft EIR to responsible agencies, trustee agencies, and interested organizations, and persons. The Rincon team will be responsible for required newspaper ads and other public noticing of the document's availability, such as radius label mailing or onsite posting. As required by State law, the Draft EIR will be circulated for public review for a minimum of 45 days. The Rincon team will provide City staff with 20 paper copies and one electronic copy of the Draft EIR suitable for posting on the City's website to facilitate public access. Comments received during the public review period will be compiled for later responses.

Response to Comments/Final EIR and MMRP

The Rincon team will prepare a response to comments document after the review period has closed and all comments submitted during that period have been received. Comments will be numbered and responded to as required by the CEQA guidelines. It is assumed that no new analyses will be required. If the volume or complexity of public comments exceeds the time allotted in the budget, a proposal to add services will be prepared.

The Final EIR will include corrections to the Draft EIR, responses to comments, and the Mitigation Monitoring and Reporting Program (MMRP). The Rincon team will prepare a Screen Check Final EIR incorporating, where appropriate, edits/errata to the Draft EIR based on the response to comments, as well as edits to the MMRP for City staff review and confirmation followed by a Final EIR after incorporating comments from City staff. The Rincon team will provide a draft Findings of Fact and Statement of Overriding Considerations (if needed) for the City's use, as well as one digital and 20 paper copies of the Final EIR.

An MMRP consisting of a separate list of all identified mitigation measures, will also be developed. The MMRP will be provided in a format designed for use by planners, environmental monitors, or code enforcement officers. Essentially, this plan will take the form of a detailed table that describes:

1. Persons/agencies responsible for monitoring compliance with each condition
2. Timing when monitoring must occur
3. Frequency of monitoring
4. Criteria to be used to determine compliance with conditions

Following certification of the EIR, The Rincon team will make any required modifications. The Rincon team will then provide the City with clean copies of the final approved documents as indicated below. Within one day of Final EIR certification and project approval, the Rincon team will submit the Notice of Determination to City staff for delivery to the City Clerk and/or State Clearinghouse.

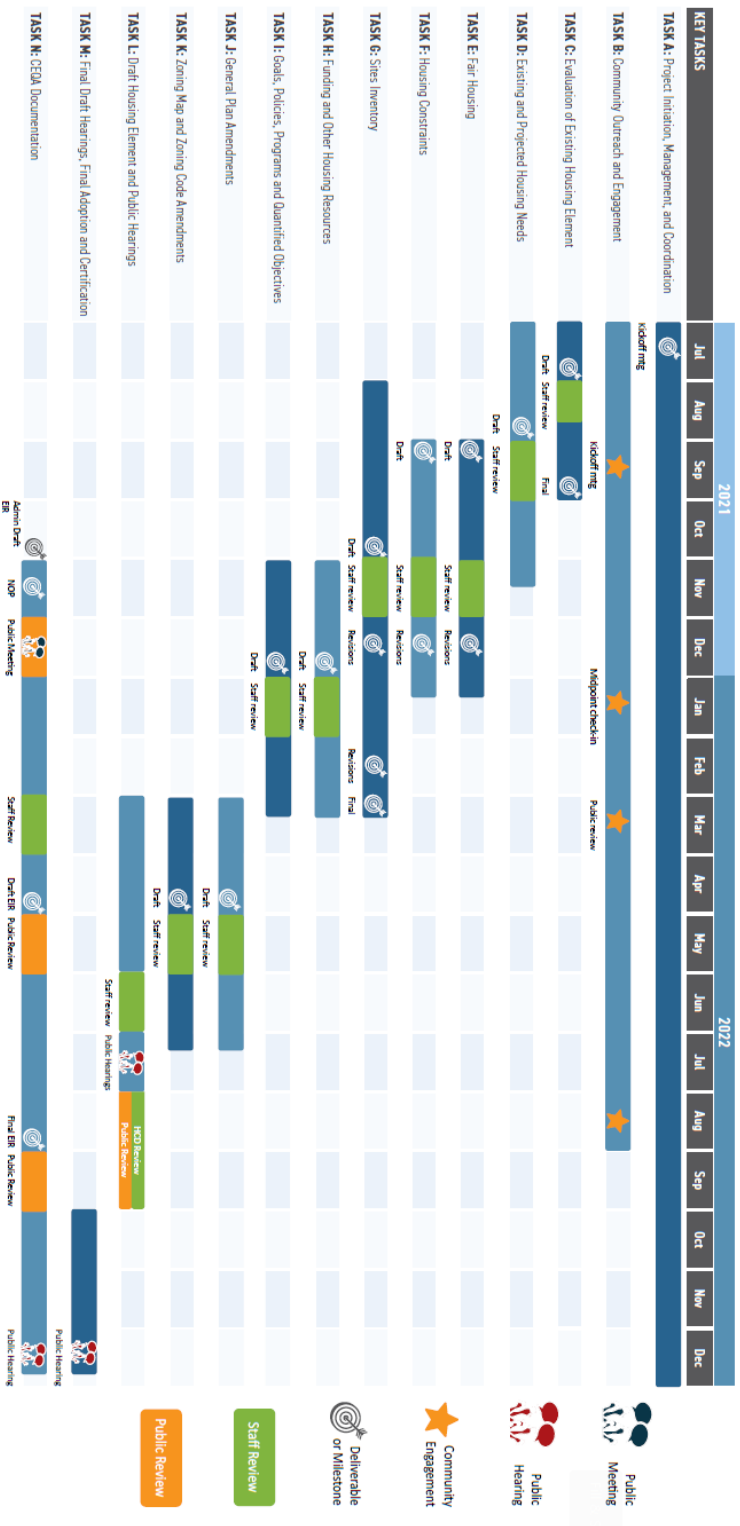
Deliverables:

- Draft Project Description
- Notice of Preparation
- Summary of Scoping Meeting public engagement
- Administrative Draft EIR (five printed copies)
- Public Review Draft EIR (20 printed copies)
- Notice of Availability of Draft EIR
- Notice of Completion
- OPR's Summary Form
- Administrative Final EIR and MMRP
- Final EIR (20 printed copies)

- Findings of Fact/Statement of Overriding Considerations
- Notice of Determination

Budget and Schedule

Schedule | 2023-2031 Housing Element Update



The Rincon team is prepared to begin the work program described in this proposal immediately upon authorization to proceed. As depicted on the following chart, Rincon proposes to adhere to a schedule that allows the City to send a draft Housing Element to HCD for review by fall 2022, and the entire scope of work to be concluded within approximately 18 months.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	\$247
Director II	\$247
Principal I	\$227
Director I	\$227
Senior Supervisor II	\$211
Supervisor I	\$201
Senior Professional II	\$180
Senior Professional I	\$165
Professional IV	\$149
Professional III	\$134
Professional II	\$118
Professional I	\$108
Associate III	\$98
Associate II	\$93
Associate I	\$84
Project Assistant	\$77
Senior GIS Specialist	\$144
GIS/CADD Specialist II	\$129
GIS/CADD Specialist I	\$115
Technical Editor	\$115
Production Specialist	\$91
Clerical	\$77

*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	\$0.20 (single-sided) & \$0.40 (double-sided)
Photocopies – Color	\$1.50 (single-sided) & \$3.00 (double-sided)
Photocopies – 11 x 17	\$0.50 (B&W) & \$3.30 (color)
Oversized Maps	\$8.00/square foot
Digital Production	\$15/disc and \$20/flash drive
Light-Duty and Passenger Vehicles*	\$85/day
4WD and Off-Road Vehicles*	\$135/day

* \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to annual escalation

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.

EXHIBIT C

INDEMNIFICATION

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's negligent performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

EXHIBIT D

The novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization. The City of San Leandro is currently in a local emergency and state of emergency due to the COVID-19 pandemic.

COVID-19 is extremely contagious, and is believed to spread mainly from person-to-person contact, through touched surfaces, and in airborne particles. As a result, federal, state, and local governments, including the City of San Leandro, and federal, state, county, and local health agencies recommend social distancing and additional cleaning protocols to limit the spread of the disease. The City has taken steps and put in place preventative measures recommended by federal, state, and local health agencies to reduce the spread of COVID-19. These measures include steps each person must take to prevent the spread of COVID-19 and include, but are not limited to, requiring face coverings, frequent hand washing and/or use of hand sanitizer, social distancing where possible, limiting of person-to-person contact, frequent cleanings of high-touch surfaces, and avoiding entering any building if they have COVID-19 symptoms.

Consultant shall obey all local orders and abide by all applicable preventative measures recommended by federal, state, county, and local health agencies and any preventative measures specifically implemented by the City. Consultant agrees that when entering any City buildings, Consultant will follow all COVID-19 related signage, wear a face covering, follow all social distancing protocols, and abide by any other COVID-19 preventative measure that are in place when performing the services described in this Agreement. Consultant shall also adhere to any subsequently communicated COVID-19 preventative measures as directed by City staff. The COVID-19 preventative measures are subject to change over time, and Consultant shall maintain knowledge of and adhere to the current COVID-19 preventative measures when interacting with City employees, officials, volunteers, agents, and representatives, and when entering City buildings.