

**AMENDMENT #3
TO THE
AGREEMENT NUMBER A14-097 BETWEEN
COUNTY OF MONTEREY
And
LESAR DEVELOPMENT CORPORATION
to
PROVIDE TECHNICAL ASSISTANCE REQUIRED TO
UPDATE THE COUNTY'S AFFORDABLE HOUSING ORDINANCE**

THIS AMENDMENT #3 is entered into this 1st day of November 2021 by and between the County of Monterey (herein called "County") and LeSar Development Corporation (herein called "CONTRACTOR").

WHEREAS, the Board of Supervisors approved Agreement No. A-14097 between the County of Monterey and LeSar Development Corporation to provide technical assistance required to update the County's Affordable Housing Ordinance;

WHEREAS, the term of Agreement No. A-14097 is August 28, 2018 through February 29, 2020;

WHEREAS, the term of Agreement No. A-14097 was extended through December 31, 2020 by Amendment #1;

WHEREAS, the term of Agreement No. A-14097 was extended through December 31, 2021 by Amendment #2;

WHEREAS, the County and Contractor need addition time to complete updating the County's Affordable Housing Ordinance and wish to extend the term of Agreement No.: A-14097.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Paragraph 3.01 of Agreement No. 14097 as amended shall be deleted and replaced in its entirety as follows:

The term of this Agreement is from August 28, 2018 to December 31, 2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

II. All other terms and conditions of Agreement No.: A-14097 remain unchanged.

III. A copy of this AMENDMENT shall be attached to the original Subrecipient Agreement, dated August 28, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #3 to the Agreement on the dates set forth below.

CONTRACTOR

DocuSigned by:
By: Jennifer LeSar, Principal
96ACD963512B425...
Jennifer LeSar,
Chief Executive Officer

Date: 11/2/2021

COUNTY OF MONTEREY

DocuSigned by:
By: Debra R. Wilson
7B741937AA0D41B...
Debra R. Wilson, PhD
Acting Contracts/Purchasing Officer

Date: 11/4/2021

Approved as to form and legality

DocuSigned by:
By: Kristi Markey
C21D52A9D63041C...
Kristi Markey, Deputy County Counsel

Reviewed as to fiscal provisions:

DocuSigned by:
By: Gary Giboney
D3834BFECT08449...
Auditor-Controller's Office

**AMENDMENT # 2
TO THE
AGREEMENT NUMBER A14-097 BETWEEN
COUNTY OF MONTEREY
And
LESAR DEVELOPMENT CORPORATION
to
PROVIDE TECHNICAL ASSISTANCE REQUIRED TO
UPDATE THE COUNTY'S AFFORDABLE HOUSING ORDINANCE**

THIS AMENDMENT #2 is entered into this _____, 2020 by and between the County of Monterey (herein called "County") and LeSar Development Corporation (herein called "CONTRACTOR").

WHEREAS, the Board of Supervisors approved Agreement No. A-14097 between the County of Monterey and LeSar Development Corporation to provide technical assistance required to update the County's Affordable Housing Ordinance;

WHEREAS, the term of Agreement No. A-14097 is August 28, 2018 through February 29, 2020;

WHEREAS, the County and Contractor need addition time to complete updating the County's Affordable Housing Ordinance and wish to extend the term of Agreement No.: A-14097.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Paragraph 3.01 of Agreement No. 14097 as amended shall be deleted and replaced in its entirety as follows:

The term of this Agreement is from August 28, 2018 to December 31, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

II. All other terms and conditions of Agreement No.: A-14097 remain unchanged.

III. A copy of this AMENDMENT shall be attached to the original Subrecipient Agreement, dated August 28, 2018.

SIGNATURES APPEAR ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1 to the Agreement on the dates set forth below.

CONTRACTOR

By: _____
Jennifer LeSar,
Chief Executive Officer

Date: _____

COUNTY OF MONTEREY

By: _____
Michael Derr
Contracts/Purchasing Officer

Date: _____

Approved as to form and legality

By: _____
Robert Brayer, Deputy County Counsel

Date: _____

Reviewed as to fiscal provisions:

By: _____
Gary Giboney, Chief Deputy Auditor
Controller

Date: _____

**AMENDMENT # 1
TO THE
AGREEMENT NUMBER A14-097 BETWEEN
COUNTY OF MONTEREY
And
LESAR DEVELOPMENT CORPORATION
to
PROVIDE TECHNICAL ASSISTANCE REQUIRED TO
UPDATE THE COUNTY'S AFFORDABLE HOUSING ORDINANCE**

THIS AMENDMENT #2 is entered into this FEBRUARY 20, 2020 by and between the County of Monterey (herein called "County") and LeSar Development Corporation (herein called "CONTRACTOR").

WHEREAS, the Board of Supervisors approved Agreement No. A-14097 between the County of Monterey and LeSar Development Corporation to provide technical assistance required to update the County's Affordable Housing Ordinance;

WHEREAS, the term of Agreement No. A-14097 is August 28, 2018 through February 29, 2020;

WHEREAS, the County and Contractor need addition time to complete updating the County's Affordable Housing Ordinance and wish to extend the term of Agreement No.: A-14097.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Paragraph 3.01 of Agreement No. 14097 shall be deleted and replaced in its entirety as follows:

The term of this Agreement is from August 28, 2018 to December 31, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

II. All other terms and conditions of Agreement No.: A-14097 remain unchanged.

III. A copy of this AMENDMENT shall be attached to the original Subrecipient Agreement, dated August 28, 2018.

SIGNATURES APPEAR ON THE FOLLOWING PAGE.

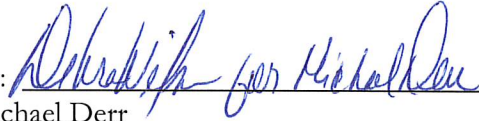
IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1 to the Agreement on the dates set forth below.

CONTRACTOR

By: 
Jennifer LeSar,
Chief Executive Officer

Date: 2/5/2020

COUNTY OF MONTEREY

By: 
Michael Derr
Contracts/Purchasing Officer

Date: 2/20/2020

Approved as to form and legality

By: 
Robert Brayer, Deputy County Counsel

Date: 2-11-20

Reviewed as to fiscal provisions:

By: 
~~Gary Giboney, Chief Deputy Auditor~~
Controller *Bureau Assistant*

Date: 2/13/2020



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-14097

Upon motion of Supervisor Parker, seconded by Supervisor Adams and carried by those members present, the Board of Supervisors hereby:

a. Approved an agreement with LeSar Development Consultants for the period August 28, 2018 through February 29, 2020 and not to exceed \$195,100, to provide the technical assistance required to update the County's Affordable Housing Ordinance; and

b. Authorized the County Contracts/Purchasing Officer to execute the Agreement and any amendments which do not alter the scope of work or increase the amount payable on the Agreement.

PASSED AND ADOPTED on this 28th day of August 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams

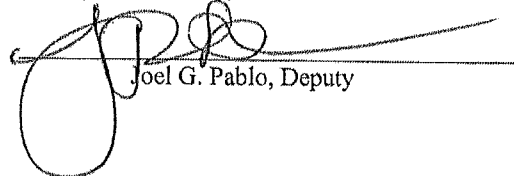
NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting August 28, 2018.

Dated: August 28, 2018
File ID: 18-735

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California



Joel G. Pablo, Deputy

**COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
LeSar Development Consultants
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide Draft Inclusionary Housing Ordinance and Inclusionary Housing Administrative Manual as outlined in RFP #10650 and the LeSar Development Consultants proposal submitted in response to RFP #10650.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 195,100.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from August 28, 2018 to February 29, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit A.1 Detailed Scope of Services and Payment Schedule

Exhibit B RFP #10650

Exhibit C LeSar Development Consultants Proposal Submitted in Response to RFP #10650

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Darby Marshall, Redevelopment & Housing Analyst II	Jennifer LeSar, CEO
Name and Title	Name and Title
1441 Schilling Place - North Salinas, CA 93901 marshall@co.monterey.ca.us	404 Euclid Avenue, Suite 212 San Diego, CA 92114 ops@lesardevelopment.com
Address	Address
831.755-7391	619.236-0612
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 **Construction of Agreement.** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority.** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration.** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions.** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 9-11-18

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: [Signature]
County Counsel

Date: 7-23-18

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 7/23/18

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

LeSar Development Consultants
Contractor's Business Name*

By: Catherine A Romanas
(Signature of Chair, President, or Vice-President)*

Catherine Romanas, Director of Operations
Name and Title

Date: 7/17/2018

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

_____ Name and Title

Date: _____

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

LeSAR Development
#195,100.00
ROS # A-14097

EXHIBIT-A

**CAO - Intergovernmental and Legislative Affairs, hereinafter referred to as "County"
AND
LeSar Development Consultants, hereinafter referred to as "CONTRACTOR"**

Scope of Services / Payment Provisions

A) SCOPE OF SERVICES

1. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as described in Section 2 – Proposed Scope of Work contained in the CONTRACTOR's proposal submitted in response to RFP #10650.
2. CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated on Exhibit-A.1, attached.
3. All written reports required under this Agreement must be delivered to Darby Marshall, County's Contract Manager, in accordance with the schedule shown in the attached Exhibit-A.1.

B) PAYMENT PROVISIONS

1. COMPENSATION/ PAYMENT

- i) County shall pay an amount not to exceed \$195,100 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the completion of Phases and deliverables as indicated in Exhibit-A.1, attached.
- ii) CONTRACTOR may request up to \$8,000 for reimbursable expenses including exclusively travel expenses, translation services, printing costs and parking costs. If CONTRACTOR wishes to request reimbursement for an expense not listed, they must obtain written approval from the County's Contract Manager prior to incurring the cost (email shall be sufficient evidence of County approval). County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.
- iii) CONTRACTOR warrants that the cost charged for services under the terms of this contract are not more than those charged any other client for the same services performed by the same individuals.

- iv) Retention: County shall withhold ten percent (10%) from each payment until the proposed Inclusionary Housing Ordinance and Inclusionary Housing Administrative Manual developed under this Agreement are approved by the Board of Supervisors.
- v) Retention shall be paid within 30-days of the proposed Inclusionary Housing Ordinance and Inclusionary Housing Administrative Manual developed under this Agreement being approved by the Board of Supervisors.

2. CONTRACTORS BILLING PROCEDURES

- i) NOTE: Payment may be based upon satisfactory acceptance of each deliverable, as summarized in Table 1:

Table 1

<u>Project Element</u>	<u>Invoice Date</u>	<u>Invoice Amount</u>	<u>Retention</u>
5.0 - Project Initiation	10/1/2018	\$5,520	\$552
5.2 - Review of Existing Ordinance	10/1/2018	\$3,605	\$361
5.3 - Examination of Data	11/1/2018	\$27,545	\$2,755
5.4 - Affordable Housing Nexus Studies	12/1/2018	\$36,855	\$3,686
5.5 - Conclusions & Recommendation	7/1/119	\$41,745	\$4,175
5.6 - Citizen Participation & Outreach	5/1/2019	\$22,060	\$2,206
5.6.2.a - Up to two additional community outreach meeting through LUACs and/or NDRs if both parties agree they are necessary for further factfinding and outreach	7/1/2019	\$3,660 per meeting	\$366 per meeting
5.6.3 - Housing Advisory Committee meeting at a kick-off	10/1/2018	\$4,560	\$456
5.6.4 - Board of Supervisors meeting as a kick-off	10/1/2018	\$7,920	\$792
5.7 - Board of Supervisors, Planning Commission & Housing Advisory Committee	10/1/2019	\$29,970	\$2,997
Reimbursable Expenses – Billed on the first of month following expenditure		\$8,000	
	Total Not to Exceed	\$195,100	\$19,510

- ii) County and CONTRACTOR must agree in writing that the additional community outreach meetings described in Project element 5.6.2.a are necessary and the objective for each additional community outreach meeting before the meeting is scheduled.
- iii) County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

- iv) **No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.**
- v) **County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.**
- vi) **DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.**

Exhil ..1
 LeSar Development Consultants - Monterey County Affordable Housing Ordinance
 Detailed Scope of Services Deliverable and Payment Schedule

Phase	Deliverable Description	Due Date	Days from Contract Start	Maximum Billable Amount		Invoice Amount
				Amount	10% Retention	
<u>5.0 Project Initiation</u>						
5	Contract Approval by Board of Supervisors	7/24/2018		\$ 5,520	\$ (552)	\$ 4,968
5.0.1	Kick-off Meeting with Primary Team Members	9/7/2018	45			
5.0.2	Finalize Workplan, Timeline, and Milestones; ongoing project management	9/10/2018	48			
<u>5.1 Contractor Minimum Work Performance Percentage</u>						
Not applicable						
<u>5.2 Review of Existing Ordinance</u>						
5.2.1	Examine current inclusionary requirements, Ordinance, and Guidelines including incentives	9/22/2018	60	\$ 3,605	\$ (361)	\$ 3,245
5.2.2	Evaluate Ordinance against state laws and court decisions	9/22/2018	60			
<u>5.3 Examination of Data</u>						
5.3.1	Cost to produce affordable housing vs. market rate housing	10/22/2018	90	\$ 27,545	\$ (2,754)	\$ 24,791
5.3.2	Existing market demand for affordable housing and market rate housing	10/22/2018	90			
5.3.3	Current housing options available to very low-, low-, moderate-, workforce I, and workforce II-income households	10/22/2018	90			
<u>5.4 Affordable Housing Nexus Studies</u>						
5.4.1	Methodology and assumptions	11/21/2018	120	\$ 36,855	\$ (3,686)	\$ 33,170
5.4.2	Economic analysis	11/21/2018	120			
5.4.3	Identification of impacts	11/21/2018	120			
5.4.4	Compliance recommendations consistent with the requirements of AB1505 including In-lieu fee, land dedication, off-site construction, and acquisition and rehabilitation of existing units	11/21/2018	120			
5.4.5	Administration draft review prior to public draft	11/21/2018	120			
<u>5.5 Conclusions & Recommendation</u>						
5.5.1	Identify incentives and alternatives	4/11/2019	261	\$ 41,745	\$ (4,175)	\$ 37,571
5.5.2	Financial benefits, costs and impacts of incentives	4/11/2019	261			
5.5.3	Process for annually adjusting In-Lieu Fee Schedule	4/11/2019	261			
5.5.4	Process, assumptions, and schedule for adjusting Inclusionary and Workforce Housing Maximum Sale Prices	4/11/2019	261			
5.5.5	Draft Inclusionary Housing Ordinance	6/10/2019	321			

Exhibit ..1
LeSar Development Consultants - Monterey County Affordable Housing Ordinance
Detailed Scope of Services Deliverable and Payment Schedule

Phase	Deliverable Description	Deliverable Due Date	Days from Contract Start	Maximum Billable Amount		Invoice Amount
				Amount	10% Retention	
5.6 Citizen Participation & Outreach				\$ 41,770	\$ (4,177)	\$ 37,593
5.6.1	One (1) resource meeting with local housing and community development stakeholders, including housing developers	4/10/2019	260			
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	260			
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	260			
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	260			
5.6.2.a	Two additional community outreach meeting through LUACs and/or NDRs if both parties agree they are necessary for further factfinding and outreach	6/9/2019	320			
5.6.3	One Housing Advisory Commission meeting as a kick-off	9/12/2018	50			
5.6.4	One Board of Supervisors meeting as a kick-off	9/11/2018	49			
5.6.5	Obtain public input, plan, coordinate, publicize and conduct through an online / website survey	4/10/2019	260			
5.7 Board of Supervisors, Planning Commission & Housing Advisory Committee				\$ 29,970	\$ (2,997)	\$ 26,973
5.7.1	Present Public Review Draft of Affordable Housing Nexus Study to the Housing Advisory Committee	6/10/2019	321			
5.7.2	Present Draft Inclusionary Housing Ordinance and Administrative Manual to the Housing Advisory Committee	7/10/2019	351			
5.7.3	Present recommendations from Affordable Housing Nexus Study and Draft Inclusionary Housing Ordinance and Administrative Manual to the Planning Commission	8/7/2019	379			
5.7.4	Present recommendations from Affordable Housing Nexus Study, Draft Inclusionary Housing Ordinance, and Administrative Manual to the Board of Supervisors	9/17/2019	420			
5.7.5	In addition to the Deliverables outlined below, CONTRACTOR will provide and update PowerPoint presentations for each meeting	Ongoing				
5.7.6	County staff will schedule presentation on agenda and coordinate required notices, agenda posting and agenda packet distribution. County staff will prepare staff report to accompany presentation.	Ongoing				
5.8 Deliverables						
5.8.1.1	Plan for Public Participation	9/10/2018	48			
5.8.1.2	Administrative Draft Affordable Housing Ordinance and Administrative Manual	6/10/2019	321			
5.8.1.3	Intentionally Left Blank					
5.8.1.4	Public Review Draft Affordable Housing Ordinance and Administrative Manual	7/1/2019	342			

Exhil ..1

LeSar Development Consultants - Monterey County Affordable Housing Ordinance
Detailed Scope of Services Deliverable and Payment Schedule

<u>Phase</u>	<u>Deliverable Description</u>	<u>Deliverable Due Date</u>	<u>Days from Contract Start</u>	<u>Maximum Billable Amount</u>	<u>10% Retention</u>	<u>Invoice Amount</u>
5.8.1.5	Final Draft Affordable Housing Ordinance and Administrative Manual for Board of Supervisors Consideration	8/17/2019	389			
5.8.1.6	Final Affordable Housing Ordinance and Administrative Manual as Adopted by Board of Supervisors	9/27/2019	430	\$ 8,000		\$ 8,000
<u>Other Exepnses</u>						
Reimbursable Expenses as Incurred (mileage, parking, translation services, printing, etc.)				\$ 8,000		\$ 8,000
Total Not To Exceed				\$ 195,010		

Exhibit B



**COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
1488 SCHILLING PLACE
SALINAS, CA 93901
(831) 755-4990**

**REQUEST FOR PROPOSALS
#10650**

**For
INCLUSIONARY HOUSING ORDINANCE**

Proposals are due by 3:00 pm (PST) on FEBRUARY 23, 2018

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RFP #10650 INCLUSIONARY HOUSING ORDINANCE

SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 It is the intent of this Request for Proposal (RFP) to solicit proposals from qualified CONTRACTOR(s) with experience in affordable housing development, market-rate economics, and municipal inclusionary housing ordinances to assist the County in preparing an amendment to the County's Inclusionary Housing Program, including a nexus study to validate in-lieu fees that may be assessed as an alternative to constructing inclusionary units and/or for partial inclusionary units for the County of Monterey.
- 1.2 This solicitation is intended to create an exclusive service AGREEMENT.

2.0 BACKGROUND

- 2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles. There are approximately 75 County buildings throughout Monterey County which may require services. Building and property locations include but are not limited to Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far reaching in the South County as the San Luis Obispo County border.
- 2.2 The County first adopted an Inclusionary Housing Ordinance (the "Ordinance") in 1980 for new residential development and/or subdivision of land for residential development. Over the last 37-years, the Ordinance has been amended eight (8) times to address a variety of policy and market conditions. The most recent revision was adopted by the Monterey County Board of Supervisors on April 26, 2011. The current Ordinance requires that all new residential development of three or more units or lots set-aside eight (8) percent of the total units for moderate-income households; six (6) percent of the total units for low-income households; and, six (6) percent of the total units for very-low income households. The Ordinance contains exceptions for owner-occupied units and allows development and/or subdivisions for three or four units/lots to satisfy their obligation through payment of an in-lieu fee.
- 2.3 The Ordinance prescribed County policy for affordable housing. However, it did not include instructions for administration to allow more flexibility in implementing the Ordinance, and instead called for Board of Supervisors to adopt program guidelines. In May 2003, the Board of Supervisors adopted the Inclusionary Housing Program Administrative Manual (the "Manual"), which provides further guidance and detail to the Ordinance. The Ordinance is included in Title 18 (Buildings & Construction) Chapter 18.40 (Inclusionary Housing) of the Monterey County Code.
- 2.4 On October 26, 2010, the Monterey County Board of Supervisors adopted the 2010 Monterey County General Plan (the "GP"). The 2010 GP governs land use in the inland

areas of the County. Development within the Coastal Zone is governed by one of four Land Use Plans. The GP made several changes to the Inclusionary Housing program that have not been reflected in either the Ordinance or the Manual. Among the most significant changes include the establishment of Community Areas, Rural Centers and Affordable Housing Overlay Districts which establish different ratios for providing inclusionary and affordable housing and adding workforce 1 and workforce 2 levels of affordability to the requirement. The basic requirement for providing inclusionary housing retains the current 6/6/8% requirement and requires that an additional five (5) percent of the total units be reserved for Workforce 1 income households for a total inclusionary obligation equal to 25% of the total units/lots be dedicated as inclusionary housing.

- 2.5 Project review is conducted by 11 Land Use Advisory Committees (LUAC) and two Neighborhood Design Review Committees (NDRC). Each LUAC or NDRC covers a specific planning area or community within the County. The planning areas and design review communities are: Big Sur, Cachagua, Carmel Unincorporated/Highlands, Carmel Valley, Castroville, Chualar Neighborhood Design Review, Del Monte Forest, Greater Monterey Peninsula, North County, South Coast, South County, Spreckels Neighborhood Design Review, and Toro.
- 2.6 In addition to the existing documents, the County is participating in the preparation of two focused housing documents. In February 2017, the Board of Supervisors agreed to work with the cities of Gonzales, Greenfield, King City and Soledad and Santa Cruz County to conduct a Regional Farmworker Housing Needs Study and Action Plan. In April 2017, the County (including Gonzales, Greenfield, and Sand City as participants in the Community Development Block Grant [CDBG]) entered into a cooperative agreement with the cities of Monterey, Salinas, and Seaside to prepare a regional Assessment of Fair Housing in response to the U.S. Department of Housing and Urban Development's regulatory change requiring CDBG recipients to conduct more analysis of issues affecting the affirmative furthering of fair housing. Findings from these studies may be available and useful to quantify the demand for affordable housing and should be available beginning in mid-2018.
- 2.7 The following documents (available online) should be reviewed by all potential responders to assess the RFP's scope of work:
- Inclusionary Housing Ordinance
https://library.municode.com/ca/monterey_county/codes/code_of_ordinances?nodeId=TIT18BUCO_CH18.40INHO
 - Inclusionary Housing Administrative Manual
<http://www.co.monterey.ca.us/EconomicDevelopment/pdf/Administrative%20Manual%20Final%20Adopted%20clean%207-12-11.pdf>
 - 2010 General Plan
<http://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency-rma-/planning/resources-documents/2010-general-plan/final-version-of-the-monterey-county-general>
 - Coastal Area Land Use Plans

- <http://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency-rma-/planning/land-use-regulations>
- Housing Element 2015-2023
<http://www.co.monterey.ca.us/economicdevelopment/07-08-2015-draft-housing-element.pdf>
 - Regional Housing Needs Allocation (RHNA) 2014-2023
<http://www.ambag.org/resources/publications/2007-2014-regional-housing-needs-allocation>
- 2.8 The County desires to conduct a review and update of the Ordinance to address current housing and market conditions; to harmonize the GP, Coastal Zone Plans and the Inclusionary Housing Ordinance; and, to comply with new laws governing affordable and inclusionary housing in California.
- 2.9 Request for Proposal #10650 will establish services for updating the Inclusionary Housing Program Ordinance. The County seeks CONTRACTOR(s) who will abide by all local, state, and federal regulations and who are also capable of providing all labor, materials, tools, equipment and supervision, in the course of providing CARPET INSTALLATION services.

3.0 CALENDAR OF EVENTS

3.1	Issue RFP	Monday, January 25, 2018
3.3	Deadline for Written Questions	3:00 p.m., PST, 3 Monday, February 12, 2018
3.4	Proposal Submittal Deadline	3:00 p.m., PST, Friday, February 23, 2018
3.5	Estimated Notification of Selection	March 2018
3.6	Estimated AGREEMENT Date	May 2018

This schedule is subject to change as necessary.

- 3.7 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at www.co.monterey.ca.us/admin/solicitcenter.htm. Addenda will be posted on the website the day they are released.

4.0 COUNTY POINTS OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County **Jaime Ayala**
Management Analyst II
1488 Schilling Place
Salinas, CA 93901
PHONE: (831) 783-7047
FAX: (831) 755-4969
Email: AyalaJ@co.monterey.ca.us

- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 SCOPE OF WORK

- 5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

The CONTRACTOR'S services shall include the following:

5.2 REVIEW OF EXISTING ORDINANCE

State all aspects of work you propose for this element. These should include, but not be limited to:

- 5.2.1 Examine current inclusionary requirements, Ordinance, and Guidelines including incentives

5.2.2 Evaluate Ordinance against state laws and court decisions

5.3 EXAMINATION OF DATA

State all aspects of work you propose for this element. These should include, but not be limited to:

- 5.3.1 Cost to produce affordable housing vs. market rate housing
- 5.3.2 Existing market demand for affordable housing and market rate housing
- 5.3.3 Current housing options available to very low-, low-, moderate-, workforce I, and workforce II-income households

5.4 AFFORDABLE HOUSING NEXUS STUDY

State all aspects of work you propose for this element. These should include, but not be limited to:

- 5.4.1 Methodology and assumptions
- 5.4.2 Economic analysis
- 5.4.3 Identification of impacts
- 5.4.4 Compliance recommendations consistent with the requirements of AB1505 including:
 - 5.5.4.1 In-lieu fee
 - 5.5.4.2 Land dedication
 - 5.5.4.3 Off-site construction
 - 5.5.4.4 Acquisition and rehabilitation of existing units
- 5.4.5 Administration draft review prior to public draft

5.5 CONCLUSIONS AND RECOMMENDATIONS

State all aspects of work you propose for this element. These should include, but not be limited to:

- 5.5.1 Identify incentives and alternatives
- 5.5.2 Financial benefits, costs and impacts of incentives
- 5.5.3 Process for annually adjusting In-Lieu Fee Schedule
- 5.5.4 Process, assumptions, and schedule for adjusting Inclusionary and Workforce Housing Maximum Sale Prices
- 5.5.5 Draft Inclusionary Housing Ordinance

5.6 CITIZEN PARTICIPATION AND CONSULTATION

5.6.1 CONTRACTOR will prepare a public outreach program designed to achieve public participation from all economic and planning areas of the community – including Spanish-speakers. At a minimum, the citizen participation and consultation should include:

- 5.6.1.1 One (1) resource meeting with local housing and community development stakeholders, including housing developers.
- 5.6.1.2 Eight (8) community workshops (subject to scheduling, County can provide venue) with LUACs and NDRCs.
- 5.6.1.3 Two (2) Housing Advisory Committee (HAC) workshops after Element 3 and again when the draft Inclusionary Housing Ordinance and Administrative Manual is ready for review.
- 5.6.1.4 One (1) public hearing before the Monterey County Planning Commission to present the draft Inclusionary Housing Ordinance and Administrative Manual.
- 5.6.1.5 One (1) public hearing before the Monterey County Board of Supervisors to present the draft Inclusionary Housing Ordinance and Administrative Manual.
- 5.6.1.6 To obtain public input, plan, coordinate, publicize and conduct an online/website survey.

5.6.2 CONTRACTOR will prepare all outreach material and provide English/Spanish translation services at community workshops (optional, list as separate item). County staff will post notices on the County website and in local newspapers, assist with distribution of outreach materials, and prepare public notices. County staff will provide the contact list for stakeholders and maintain an email list of contacts generated throughout the process.

5.7 BOARD OF SUPERVISORS, PLANNING COMMISSION, AND HOUSING ADVISORY COMMITTEE

- 5.7.1 Present Public Review Draft of Affordable Housing Nexus Study to the Housing Advisory Committee.
- 5.7.2 Present Draft Inclusionary Housing Ordinance and Administrative Manual to the Housing Advisory Committee.
- 5.7.3 Present recommendations from Affordable Housing Nexus Study and Draft Inclusionary Housing Ordinance and Administrative Manual to the Planning Commission.
- 5.7.4 Present recommendations from Affordable Housing Nexus Study, Draft Inclusionary Housing Ordinance, and Administrative Manual to the Board of Supervisors.
- 5.7.5 In addition to the Deliverables outlined below, CONTRACTOR will provide and update PowerPoint presentations for each meeting.
- 5.7.6 County staff will schedule presentation on agenda and coordinate required notices, agenda posting and agenda packet distribution. County staff will prepare staff report to accompany presentation. Present Public Review Draft to the Planning Commission and Board of Supervisors.

5.8 DELIVERABLES

- 5.8.1 Required Documents and Formats

- 5.8.1.1 Plan for Public Participation and outreach materials for workshops and public information materials in English and Spanish.
- 5.8.1.2 Administrative Draft of Document (for staff review) [five (5) unbound copies and one (1) pdf copy]
- 5.8.1.3 Screen Check Public Review Draft of Document (for staff review) [five (5) unbound copies and one (1) pdf copy]
- 5.8.1.4 Public Review Draft [twenty (20) bound copies and thirty (30) DVDs]
- 5.8.1.5 Final Draft for City Council consideration
- 5.8.1.6 Final Document (as adopted by City Council) [ten (10) bound copies and one DVD]
- 5.8.1.7 All documents shall be provided to the City in both Microsoft WORD and .pdf formats.
- 5.8.1.8 Public information and outreach materials (flyers/mailings announcing community meetings) shall be prepared by CONTRACTOR.
- 5.8.1.9 For each administrative review draft document, two (2) electronic copies (one WORD and one .pdf file) shall be delivered to the County.
- 5.8.1.10 Following approval by staff of each final (public draft) report, one (1) unbound reproducible original, and two (2) electronic copies shall be delivered to the County.
- 5.8.1.11 For each public agency meeting, one (1) unbound reproducible original, one (1) electronic copy and four (4) print copies of the document shall be delivered to the County. Provide one (1) electronic copy and (4) print copies to County for the Housing Advisory Committee meeting.

5.9.2 Required Meetings

- 5.9.2.1 Resource Meetings (minimum of 1)
- 5.9.2.2 Housing Advisory Group (minimum of 2)
- 5.9.2.3 Land Use Advisory Committees/Neighborhood Design Review Committees (minimum of 8)
- 5.9.2.4 Planning Commission – Presentation of draft (1)
- 5.9.2.5 Board of Supervisors – Presentation of final draft, public hearing (1)
- 5.9.2.6 Meet with County Housing staff in Salinas (5)

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT(s) will be for a period of 24 years with no options to extend the AGREEMENT for an additional two (2) one year periods.
 - 6.1.1 County is not required to state a reason if it elects not to renew.
- 6.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

- 6.2.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 6.3 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

7.0 LICENSING/SECURITY REQUIREMENTS

- 7.1 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 7.2 CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.
- 7.3 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security.

8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

8.1 CONTENT AND LAYOUT:

8.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal shall be organized as per the table below; headings and section numbering utilized in the proposal or qualification package shall be the same as those identified in the table. Proposals shall include at a minimum, but not limited to, the following information in the format indicated:

Proposal Layout;
Organize and Number Sections as Follows:

Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PROPOSED SCOPE-OF-WORK OR QUALIFICATIONS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	TECHNICAL ASPECTS OF PROPOSAL
Section 5	STATEMENT TO SERVICE ENTIRE COUNTY
Section 6	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 7	PRICING (ATTACHMENT A) & WARRANTY
Section 8	EXCEPTIONS

Section 8	APPENDIX
Section 10	BONDS

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two pages and should provide firm information and Contact information as follows:

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). proposals submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

Table of Contents**Section 2, Pre-Qualifications/Licensing Requirements:**

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications and licensing requirements as set forth herein.

Section 3, Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Experience & References: CONTRACTOR shall describe at least 3 similar projects for which it provided services similar to the scope of work described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or

subsidiaries, from any public agency during 2005 up to and including the present day.

Section 4, Technical Aspects:

CONTRACTOR shall provide a written and signed statement in this section which confirms that their proposal is inclusive of all elements necessary for a turn-key project.

CONTRACTOR shall also include:

- Proposed Project Timeline to ensure compliance with meeting the County's needs as indicated in this solicitation.
- Proposed method that CONTRACTOR will use to host the data management system; e.g. in-house servers, cloud based, etc.
- Proposed methods for ensuring data security and user interface.

Section 5, Statement to Service Entire County:

Include a statement acknowledging which of the following locations your company is able to provide services to: Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far reaching in the South County as the San Louis Obispo County border.

If certain locations are to include added fees for travel time, please indicate as such in this statement.

Section 6, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to in the course of doing business as relevant to County's Climate-Friendly Purchasing Policy (*Reference: www.co.monterey.ca.us/admin/policies.htm*).

CONTRACTOR shall indicate whether or not it is a 'Green Certified' Business and state which governing authority administered the certification.

Section 7, Pricing & Warranty:

CONTRACTOR shall complete and submit pricing as per ATTACHMENT A – PRICING SHEET attached hereto.

Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended

warranty is available and submit the extended warranty term period and associated cost.

Section 8, Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION #" (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 9, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal and include such information in an Appendix section.

Section 10, Bonds:

The selected CONTRACTOR shall maintain and provide evidence that they have Fidelity Bond Insurance in an amount at least equal to Two Million Six Hundred Thousand Dollars (\$2,600,000) at the time the contract is executed.

8.2 **ADDITIONAL REQUIREMENTS:** To be considered "responsive," submitted proposals shall adhere to the following:

- 8.2.1 Four (4) sets of the proposal (one original proposal marked "Original" plus three copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to "RFP #10650". In addition, submit one (1) electronic version of the entire proposal on a USB memory stick. Additional copies may be requested by the COUNTY at its discretion.
- 8.2.2 Proposals shall be prepared on 8-1/2" x 11" paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
- 8.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
- 8.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 8.2.5 To validate your proposal, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be

inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

- 8.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION" at the top of the page.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10650 and CONTRACTOR'S COMPANY NAME.**
- 9.2 **Mailing Address:** Proposals shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 9.3 **Due Date:** Proposals must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 9.4 **Shipping Costs:** Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 9.5 **Acceptance:** Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposals, or part of any proposal, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 9.6 **Ownership:** All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a Proposal but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 9.7 **Compliance:** Proposals that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.

- 9.8 **CAL-OSHA:** The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

10.0 SELECTION CRITERIA

- 10.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 10.2 The selection criteria include the following:

CRITERIA	
	Indicate Pass/Fail
Proposal Package Content	
Cover Letter (Including Contact and Firm Info) Section 1	
Signed RFP Signature Page: Section 1	
Receipt of Signed Addenda: (if any) Section 1	
Table of Contents: Section 1	
Pre-Qualified/Licensing Requirements: Section 2	
Project Experience and References: Section 3	
Technical Aspects: Section 4	
Statement to Service Entire County: Section 5	
Environmentally Friendly Practice: Section 6	
Pricing & Warranty per Attachment A: Section 7	
Exceptions: Section 8	
Bond: Section 9	
	Possible Points
CONTRACTOR'S ability to meet the County's requirement and housing data management capacities.	35
CONTRACTOR'S Cost/Pricing	20
CONTRACTOR'S Support, Technical Services, and Training capacities	15
CONTRACTOR'S Experience, Proven track record (especially with other governmental entities) Qualifications, and References.	25
Local Vendor (if applicable): Provides supporting documentation to show qualifications.	5
TOTAL SCORE (100 points available)	

- 10.3 AGREEMENT award(s) will not be based on cost alone.

- 10.4 To the extent of personnel and equipment to be provided under this agreement, CONTRACTOR, if so requested, shall afford the County an opportunity to inspect CONTRACTOR'S equipment prior to award of the agreement.
- 10.5 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the county, best serves the overall interest of the County.
- 10.6 The award made from this RFP may be subject to approval by the County Board of Supervisors.

11.0 PRICING

- 11.1 CONTRACTOR(s) will complete a PRICING SCHEDULE - for the provision of services as outlined within this RFP.
- 11.2 CONTRACTOR prices stated in - PRICING SCHEDULE shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.
- 11.3 Prior to the start of each project, the County department and CONTRACTOR(s) will mutually agree upon the budget for the project.
 - 11.3.1 County will provide a defined scope
 - 11.3.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.
- 11.4 Prices quoted for work assignments must remain in effect for a minimum of thirty (30) days.
- 11.5 Invoicing by CONTRACTOR(s) will clearly itemize but is not limited to the following:
 - 11.5.1 County Department receiving services,
 - 11.5.2 Purchase order number under which the invoice is to be charged,
 - 11.5.3 Services provided,
 - 11.5.4 Dates of services,
- 11.6 Proposals should include any early discounts and/or incentives offered.

12.0 PREFERENCE FOR LOCAL CONTRACTORS

- 12.1 This solicitation and the subsequent AGREEMENT awarded shall comply with County's Local Preference Policy (*recently revised by County's Board of Supervisors in 2012*) which is online at: www.co.monterey.ca.us/admin/policies.htm

- 12.2 This solicitation is being awarded based upon an evaluation of qualitative considerations as defined in the Selection Criteria Section. Per County's Local Preference Policy, firms are eligible for a five percent (5%) preference provided the firm qualifies as a "local vendor" as defined in the policy. In order for this local preference to be applied, CONTRACTOR is required to complete and submit ATTACHMENT A LOCAL BUSINESS DECLARATION FORM which is attached hereto with its qualifications package. For purposes of this Article 10 relating to local preference and local business, the term "bidder" or "bidders" shall mean "person submitting a Qualification Package." Only the CONTRACTOR requesting the preference must clearly indicate that it will be performing a minimum of fifty percent of the work. Only one form shall be submitted with each qualifications package.

12.0 CONTRACT AWARDS

- 12.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 12.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- 12.3 Interview: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 12.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 12.5 Notification: All CONTRACTORS who have submitted a Proposal will be notified of the final decision as soon as it has been determined.
- 12.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

13.0 SEQUENTIAL CONTRACT NEGOTIATION

- 13.1 County will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal or qualifications or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

14.0 AGREEMENT TO TERMS AND CONDITIONS

- 14.1 CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, similar to the "SAMPLE AGREEMENT SECTION" herein. Submission of a signed bid/proposal and the SIGNATURE PAGE will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the SAMPLE AGREEMENT Section herein. County may but is not required to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S proposal.

15.0 COLLUSION

- 15.1 CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

16.0 RIGHTS TO PERTINENT MATERIALS

- 16.1 All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION". The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential. As a California government entity, County is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary. County will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

SAMPLE AGREEMENT SECTION

The COUNTY OF MONTEREY AGREEMENT \$100,000 OR LESS with all terms and conditions may be viewed at:

[http://www.co.monterey.ca.us/cao/pdfs/AGMTnte\\$100k.pdf](http://www.co.monterey.ca.us/cao/pdfs/AGMTnte$100k.pdf)

ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # 10650
ISSUE DATE: JANUARY 25, 2017



RFP TITLE: INCLUSIONARY HOUSING ORDANCE

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY
3:00 P.M., LOCAL TIME, ON FEBRUARY 23, 2018

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
1488 SCHILLING PLACE
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Jaime Ayala, EMAIL AyalaJ@CO.MONTEREY.CA.US, (831) 783-7047

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 4 copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.1 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

SUBMITTAL COVER

**Response to the County of Monterey
Inclusionary Housing Ordinance**

SUBMITTAL DATE: March 1, 2018



Prepared by:

LeSar Development Consultants

404 Euclid Ave., Suite 212

San Diego, CA 92114

619-236-0612 (office) | 619-236-0613 (fax)

ops@lesardevelopment.com

www.LeSarDevelopment.com

Primary Contact:

Diana Elrod, Principal

diana@lesardevelopment.com

(415) 214-2248

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SECTION 1 - REQUIREMENTS



March 1, 2018

County of Monterey
 Contracts/Purchasing Division
 1488 Schilling Place
 Salinas, CA 93901
 (831) 755-4990

Attn: Jaime Ayala, Deputy Purchasing Agent

Dear Mr. Ayala:

LeSar Development Consultants (LDC), a corporation, and our sub-consultants Keyser Marston Associates (KMA), a corporation, and Goldfarb & Lipman LLP (GL), a Limited Liability Partnership, are pleased to submit this proposal to assist the County of Monterey by providing inclusionary housing ordinance consulting services.

Our team possesses the knowledge, skill, and capacity necessary to provide the services described within the RFP. Our expertise spans real estate market and economic trends, inclusionary housing ordinances, fair housing processes, affordable housing development and finance, and homelessness mitigation and economic development strategies. We have extensive experience with affordable housing ordinance development, needs assessments, strategic planning, consolidated plans and affordable housing action plans, and innovative community engagement strategies that access traditionally underrepresented and/or hard-to-reach populations.

We have a strong local presence in Northern California where each partner has a local office; a proven track record of being nimble and responsive to client needs; and extensive experience integrating primary and secondary data sources, priorities, opportunities, and evidence-based best practices into comprehensive policy frameworks. Additionally, LDC is a certified WBE/SBE organization. Goldfarb & Lipman is a woman-owned enterprise, certified by the Women's Business Enterprise National Council.

LDC will have lead responsibility for all services and deliverables outlined in the scope of work. LDC Principal Diana Elrod will serve as the Designated Project Manager. Our sub-consultants will assist with economic feasibility analyses, impart expertise on the local landscape, and lead community information collection, analysis, and presentation. We are confident in our capability to meet the requirements of the scope of work on schedule and within budget.

Sincerely,

C. Romanas
 Catherine A. Romanas
 Director of Operations

Jennifer LeSar, CEO, LDC jennifer@lesardevelopment.com	404 Eucali Avenue, Suite 212 San Diego, CA 92114	P: (619) 236-0612x101 F: (619) 236-0613
Kathie Head, Managing Principal, KMA khead@keysermarston.com	500 South Grand Avenue, Suite 1480 Los Angeles, CA 90071	P: (213) 622-8095 F: (213) 622-5204
Barbara Kautz, Partner, GL bkautz@goldfarblipman.com	523 West Sixth Street, Suite 610 Los Angeles, CA 90014	P: (213) 627-6336 F: (510) 836-1035

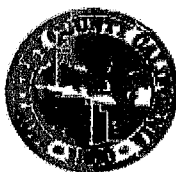
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RFP #10650 INCLUSIONARY HOUSING ORDINANCE

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # 10650
ISSUE DATE: JANUARY 25, 2017



RFP TITLE: INCLUSIONARY HOUSING ORDANCE

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY 3:00 P.M., LOCAL TIME, ON FEBRUARY 23, 2018

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
1488 SCHILLING PLACE
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO Jaime Ayala, EMAIL AyalaJ@CO.MONTEREY.CA.US, (831) 783-7047

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL. (1 original plus 4 copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.1 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL.

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: Lesar Development Consultants Date March 2, 2018

Signature: Catherine A Romanas Printed Name: Catherine A Romanas

Street Address: 404 Euclid Ave, Suite 212

City: San Diego State: CA Zip: 92114

Phone: (619) 236-0612 Fax: () _____ Email: cps@lesardevelopment.com

License No. (If applicable): _____

License Classification (If applicable): _____

REF #10650 INCLUSIONARY HOUSING ORDINANCE

MONTEREY COUNTY

Administrative Office
Contracts/Purchasing Division



DATE: February 15, 2018

PROJECT: REF 10650 INCLUSIONARY HOUSING ORDINANCE

ADDENDUM #1

TO: All Interested Proposers

SUBJECT: Proposal due date extended

Please see attached document for changes to Section 3.0, Calendar of Events. The proposal due date has been extended and is reflected within Section 3.0, Calendar of Events.

A signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #1.

Jaime Ayala
Deputy Purchasing Agent

Catherine A. Romanos
Company Representative

3/1/2018
Date

Please note the following changes to Section 3.0, Calendar of Events as highlighted below.

3.0 CALENDAR OF EVENTS

- 3.1 Issue RFP Thursday, January 25, 2018
- 3.2 Deadline for Written Questions 3:00 p.m., PST Monday February 12, 2018
- 3.3 Proposal Submittal Deadlines 3:00 p.m., PST, Friday, March 2nd, 2018
- 3.4 Estimated Notification of Selection March 2018
- 3.5 Estimated AGREEMENT Date May 2018

This schedule is subject to change as necessary.

3.6 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at www.co.monterey.ca.us/admin/solicitcenter.htm. Addenda will be posted on the website the day they are released.

MONTEREY COUNTY



Administrative Office
Contracts/Purchasing Division
1488 Schilling Place
Salinas, CA 93901
831-755-4990

ADDENDUM #2 RFP 10650 INCLUSIONARY HOUSING ORDINANCE

DATE: February 21, 2018
PROJECT: RFP 10650 Inclusionary Housing Ordinance
TO: Interested Proposers
SUBJECT: Written Questions and Answers

Please see attached departmental answers to all questions received by the deadline to submit written questions of February 12, 2018

A signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #2.

Catherine A. Romanes
Company Representative

3/8/2018
Date

Jaime Ayala
Deputy Purchasing Agent

Addendum #2

RFP 10650

Q1) Does the County have a specific budget amount allocated for this project?

A1) The County does not have set budget for this project, however The County is seeking the best value proposed for this project.

Q2) Does the County have a schedule in mind for completion of this project?

A2) Per section 6.0 Contract Term, the term for this project is 2 years therefore all relative work outlined within the scope should be completed.

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SECTION 2 – PROPOSED SCOPE OF WORK OR QUALIFICATIONS

In the following pages, we provide a detailed account of the course of action suggested by our team and the deliverables submitted for each task of the proposed work plan.

5.0 PROJECT INITIATION

Kick-off Meeting with Primary Team Members.

To commence the project, the lead contacts for LDC, KMA, and GL will participate in a kickoff meeting with County staff to review project timeline, develop communication protocols, and clarify roles and responsibilities. This will help ensure a collaborative and communicative planning process that stays on time and on budget.

Deliverables: Agenda for kickoff meeting, meeting summary
Meetings: Resource Meeting (5.9.2.1)

Project Timeline.

Following the kickoff meeting, our team will lay out a comprehensive project timeline and work plan to complete all tasks and deliverables within the budget and timeframes allotted, review the strategic questions that the data collection and policy development process will address, and clarify understanding of the socioeconomic, political, and regulatory landscape in which the County is situated. The timeline and work plan will include the content of engagement activities and expectations, as well as a proposed schedule for regular check-ins with the project lead to provide updates, review materials, gather feedback, and plan next steps (e.g., weekly calls and in-person meetings as needed).

Deliverables: Finalized work plan, including timeline and milestones

5.2 REVIEW OF EXISTING ORDINANCE

In conjunction with establishing the project timeline and work plan components, we will review and analyze documents related to affordable and fair housing needs, land use planning, affordable housing incentives, economic development and transportation plans. Documents will include those listed in the RFP (Inclusionary Housing Ordinance, Inclusionary Housing Administrative Manual, 2010 General Plan, Coastal Area Land Use Plans, Housing Element 2015-2023, and Regional Housing Needs Allocation 2014-2023). The findings in these documents will be combined with additional research from sources such as the U.S. Census Bureau, the American Community Survey (ACS), and information provided by County staff, public and private agencies, citizens, and stakeholders. This comprehensive assessment will establish the context necessary for building a pragmatic yet flexible inclusionary housing policy that is responsive to demographic and economic needs as well as changing market conditions.

5.3 EXAMINATION OF DATA

A key step in establishing affordable housing requirements is to quantify the financial impact associated with the production of affordable housing units. That financial impact is equal to the difference between the market-rate price for housing and the defined affordable price or rent for the required income-restricted units. This difference is known as the “affordability gap”, and it is quantified using the following methodology:

1. The projected market-rate sales prices and/or rents are compiled for prospective new residential projects.
2. The maximum affordable prices and rents are calculated based on the standards imposed by the County’s inclusionary housing program.
3. The difference between the market-rate price and the defined affordable price represents the affordability gap associated with each income-restricted unit required to be included in a market-rate residential project.

Unincorporated Monterey County is comprised of 13 planning areas or communities served by 11 Land Use Advisory Committees (LUAC) and two Neighborhood Design Review Committees (NDRC). KMA will use the results of the real estate market study (Task 5.3.2) to identify a range of product types and projected pricing for use in the affordability gap analyses. As appropriate, the results will be differentiated to reflect the unique characteristics of the 13 planning areas or communities.

The demand for affordable housing will be identified based on available socio-economic information such as the County's 2010 General Plan, the Coastal Area Land Use Plans, the 2015 – 2023 Housing Element, the 2014 – 2023 Regional Housing Needs Allocation, and the Comprehensive Housing Affordability Strategy information compiled by HUD. In addition, KMA will request the County's assistance in identifying the product types and income standards imposed on affordable housing development that has occurred over the past 15 years.

For the demand analysis for market rate housing, recent trends in residential development within unincorporated Monterey County will be identified and summarized. The levels of past construction activity will be presented going back approximately 15 years to cover various economic cycles. KMA will seek the County's assistance in estimating the distribution of the development activity in terms of ownership versus rental construction. This analysis will identify the prevalent housing products, unit sizes and achievable sales prices.

As stated in the County's most recent Consolidated Plan, the farming and hospitality industries represent two of the largest economic sectors in Monterey County, particularly in the unincorporated areas. In general, people employed in these industries tend to earn lower incomes. Therefore, the County's reliance on these two economic sectors generates a significant demand for affordable housing.

The ConPlan also notes that the Urban County has a significant need for affordable housing. Currently, waiting lists for publicly assisted housing and Housing Choice Vouchers have a wait period of many years. In addition to issues relating to affordability, issues relating to housing conditions are also prevalent. With more than 62 percent of the housing units older than 30 years of age, a large portion of the Urban County's housing stock may need substantial rehabilitation and emergency repairs. The extent of housing needs in the Urban County far exceeds the resources available to address those needs.

In terms of overall supply, according to the CHAS data by HUD, mismatches in terms of supply and affordability exist in the Urban County. Approximately 2,863 households earn less than 30 percent of AMI reside in the Urban County, however, there are only 521 dwelling units affordable to those at this income level. Similarly, the Urban County has 3,248 households earning between 31 and 50 percent of AMI and only 1,492 housing units affordable to those at this income level. The shortage of affordable units is most acute for households with the lowest incomes, but even households earning between 51 and 80 percent AMI will have difficulty finding affordable housing. The Urban County is home to 5,065 households earning between 51 and 80 percent AMI but only 4,298 housing units affordable to those at this income level. Furthermore, a housing unit affordable to a particular income group does not mean the unit is actually occupied by a household in that income group. Therefore, the affordability mismatches are likely to be more severe than presented by the CHAS data.

5.4 AFFORDABLE HOUSING NEXUS STUDY

The affordable housing nexus study will be undertaken in the context of the following:

1. In 2015, the California Supreme Court ruled in the California Building Industry Association v. City of San Jose, 61 Cal 4th 435 (San Jose) that Inclusionary Housing ordinances should be viewed as use restrictions that are a valid exercise of a jurisdiction's zoning powers. The San Jose ruling only applies to ownership residential development. The parameters of the San Jose case did not include Inclusionary housing restrictions on rental development.
2. In September 2017 the California Legislature adopted AB 1505, which was then signed by the Governor as part of a package of 15 housing bills. It amends Section 65850 of the California Government Code, and adds

Section 65850.01 to allow jurisdictions to adopt ordinances that require rental residential projects to include a defined percentage of affordable housing units. AB 1505 requires jurisdictions to provide options for alternative means of fulfilling inclusionary housing obligations. These options include, but are not limited to:

- a. In-lieu fees;
 - b. Land dedication;
 - c. Off-site construction; and
 - d. The acquisition and rehabilitation of existing units.
3. California Government Code Sections 65915-65918 impose density bonus requirements on projects that fulfill defined income and affordability restrictions.

These factors will be included in the economic analysis (5.4.2) that will serve as the foundation of the affordable housing nexus study.

KMA will perform a thorough economic analysis to evaluate the financial feasibility of imposing inclusionary housing requirements on the following types of new residential development in unincorporated Monterey County:

1. Single family homes;
2. Condominiums/Townhomes; and
3. Apartment projects.

For analysis purposes, KMA will create prototype developments for each of the three identified housing types. These prototypes will be developed in consultation with County staff and local developers, and they will be representative of project types currently being developed in unincorporated Monterey County. As pertinent, separate prototypes will be created for the planning areas or communities in unincorporated Monterey County. The financial feasibility analyses will apply the results of the market analysis (5.3.2) and the affordability gap analysis (5.3.1) as inputs into KMA's proprietary pro forma models. The results of financial feasibility testing will inform the recommendations regarding the requirements that can be imposed by the County on a financially feasible basis.

A fundamental premise is that the inclusionary housing program should not place an onerous financial burden on the developers of market rate housing. The courts have held that affordable housing is a "public benefit," and that locally imposed Inclusionary Housing ordinances are a legitimate means of providing this public benefit.

The courts have also found that the Inclusionary Housing requirements cannot deprive an owner of "all economically beneficial use" of the property. However, all economically beneficial use has never been defined. The KMA financial feasibility analysis (5.4.2) will be based on the parameters that have been applied to a significant number of Inclusionary Housing programs that have been adopted in California jurisdictions. The results of these analyses will be used to assist in creating requirements that balance the interests of property owners and developers against the public benefit created by the production of income restricted units.

KMA will provide compliance recommendations consistent with the requirements of AB1505. AB 1505 requires jurisdictions to provide developers with a variety of options for fulfilling inclusionary housing obligations that are imposed on rental apartment projects. In recognition of the limitations imposed by AB 1505, KMA will provide the following structuring recommendations:

1. The length of the covenant period that should be imposed on the inclusionary units;
2. The scope restrictions that should be imposed on projects that provide the inclusionary units on site within the market rate project;
3. The methodology that should be imposed to establish the amount of the in-lieu fee that will be assessed on projects that are not required to produce inclusionary housing units, or those projects that generate an obligation for a fractional inclusionary unit;
4. The requirements that will be imposed on projects that are allowed to produce inclusionary units in an off-site location;

5. The site characteristics and potential financial contribution requirements that will be imposed on proposed land dedications; and
6. The circumstances under which the acquisition and rehabilitation of existing residential projects will be allowed.

As part of the Affordable Housing Nexus Study, KMA proposes to deliver a draft memorandum that will be supported by tables, data and other materials that are relevant to the analysis.

5.5 CONCLUSIONS AND RECOMMENDATIONS

Information from the literature review, ongoing outreach efforts, and economic feasibility analyses will guide draft recommendations for a revised inclusionary housing ordinance that is consistent with the County's need for affordable housing as defined in its Housing Element and General Plan, and which is responsive to its demographic and economic characteristics. Additionally, our team of affordable housing finance and policy experts will, with direction from the project lead, work with various County staff to identify and conduct any additional analyses necessary. Recommendations will integrate evidence-based best practices for encouraging mixed-income housing into a framework that specifically addresses the socioeconomic, political, and regulatory structure of the County of Monterey.

1. The County's zoning documents, including the Housing Element component of the General Plan;
2. The County's affordable housing planning documents, including the Consolidated Plan;
3. The results of the community outreach and engagement plan;
4. The best practices identified in the survey of existing inclusionary housing programs;
5. Ongoing discussions with County staff; and
6. The results of the economic feasibility analyses.

We propose to compile the information derived from the following sources to assist in the creation of a recommended inclusionary housing policy:

The recommendations for an inclusionary housing policy will include the following components:

1. The basic program parameters to be imposed on ownership and rental housing projects;
2. The financially feasible income targeting to be imposed in each subarea;
3. The percentage of housing units that should be set aside as inclusionary housing units;
4. The alternatives to on-site inclusionary housing development that should be allowed by right and those that should require approval;
5. The role that the California Government Code Section 65915 – 65918 density bonus should play in establishing income and affordability requirements for the County's inclusionary housing program; and
6. The implementation and administrative tools that should be created by the County after an inclusionary housing program is adopted.

Preparation of a Draft Revised Inclusionary Ordinance

Our team will first prepare an administrative draft ordinance that will build out the recommendations developed in this task into a clearly defined program structure that includes guidelines for program monitoring and evaluation. The ordinance will address income groups to be served and the County's required share of affordable units to be set aside, as well as options for inclusionary requirement fulfillment and a set of developer incentives that have been demonstrated to effectively reduce the economic impact of providing affordable units in jurisdictions similar to the County of Monterey. The draft ordinance will be submitted for review and iterations with changes completed according to the County's satisfaction.

Deliverables: Administrative Draft of Document (5.8.1.2)

Following review and incorporation of any revisions to the administrative draft ordinance, a draft ordinance will be prepared under direction from County staff and presented to the Planning Commission, for public hearing, and to other relevant bodies as directed by County staff.

- Deliverables:** Public Review Draft (5.8.1.4)
Meetings: Planning Commission – Presentation of draft (5.9.2.4)
Public hearing before the Monterey County Planning Commission to present the draft Inclusionary Housing Ordinance and Administrative Manual (5.6.1.4)
Public hearing before the Monterey County Board of Supervisors to present the draft Inclusionary Housing Ordinance and Administrative Manual (5.6.1.5)
Housing Advisory Committee (5.6.1.3)

Our team will incorporate all feedback received from stakeholders and, under direction of County staff, prepare the final draft of an inclusionary housing policy that is both pragmatic and flexible – delivering affordable housing in accordance with existing County policies and needs and meeting future housing needs by adapting to changing conditions related to real estate, economic, and housing policy.

- Deliverables:** Final Draft for City Council consideration (5.8.1.5)
Final Document, as adopted by City Council (5.8.1.6)
Meetings: Board of Supervisors – Presentation of final draft, public hearing (5.9.2.5)

5.6 CITIZEN PARTICIPATION AND CONSULTATION

Our team has extensive experience developing robust outreach plans to ensure that key multi-cultural communities, local opinion leaders, institutions and stakeholder groups are engaged meaningfully and at a high level throughout the public engagement process. The public engagement effort has several clear objectives; it will:

- Utilize an inclusive outreach strategy that maximizes input from a broad range of project stakeholders by utilizing an array of input opportunities;
 - Encourage residents, businesses and community leaders to participate in issues that impact their lives and livelihoods;
 - Provide clear, ongoing, and accessible information so that residents in the area are included in vision-oriented dialogue, and that their input is valued;
 - Create multiple opportunities for the generation of ideas and comments, while recognizing the challenges of “meeting fatigue”; and,
 - Implement creative outreach strategies to leverage community input.
- The program will meet these goals by implementing the following strategies; it will:
- Develop innovative and informative public information materials and relate complex technical information in clear, concise and highly visual format;
 - Utilize a variety of notification techniques to inform stakeholders about the project and how they can become engaged;
 - Coordinate meeting logistics to maximize attendance by making meetings convenient, interesting, and engaging;
 - Provide a multilingual effort throughout the engagement process to ensure that the outreach plan is inclusive of diverse communities; and,
 - Coordinate efforts within the various local neighborhood media outlets and community organizations to educate and inform them on why the project is of special importance to their readers.

The success of any project starts with a comprehensive outreach plan that establishes a process for public and community engagement, likely challenges and approaches to address those challenges, and utilizes the full range of communication tools and targets key stakeholders. We will prepare a Community Outreach and Engagement Plan that provides a blueprint for engaging project stakeholders and interested parties, and includes project milestones and a proposed timeline to guide the outreach effort while, at the same time, endeavoring to build in sufficient

flexibility to recognize the dynamic nature of any project. This Outreach Plan encompasses the approaches that will be taken to notify, educate and engage stakeholders as well as the details of how public input will be documented, evaluated and incorporated into the decision-making process as the questions, concerns, creative ideas and needs of community members will inform the project. It will also provide recommendations about the format of meetings including the workshops/charrettes, and list opportunities for the team to attend meetings of other involved organizations.

Our team anticipates utilizing the full complement of outreach tools from traditional methods such as community workshops/charrettes, focus groups/stakeholder interviews, collateral material development, and social media, to cutting edge web tools, interactive web and tactical urbanism stakeholder engagement strategies. We have an established track record embracing and implementing new, innovative ways to engage communities to help build awareness of and consensus on our projects. We are always looking at adopting new strategies to facilitate the outreach process, so we can spread our net further and make sure we include "hard-to-reach" and non-English speaking populations. At the same time, we also look at each project for unique opportunities to leverage public input through innovative strategies. All approaches to outreach will be included in the development of the Community Outreach and Engagement Plan, and will specifically address how stakeholders will be engaged, including reaching disadvantaged and non-English speaking populations, deploying innovative outreach strategies, and how public input will be documented.

Deliverable: Plan for Public Participation and outreach materials for workshops and public information materials in English and Spanish (5.8.1.1)

Stakeholder Engagement

As part of the kickoff portion of the project, we anticipate a combination of Public Workshops/Town Halls, key stakeholder interviews/focus groups throughout the project. These outreach efforts will help inform stakeholders of the project's progress, as well maintain consistent messaging and an outreach presence in the community. These meetings will incorporate the following

- Focus Groups/Stakeholder Interviews
- Public Workshops/Town Halls
- Website and Social Media Outreach

Engaging Disadvantaged and Non-English Speaking Communities

Our team is experienced conducting meetings in Spanish or in a bilingual format, where appropriate. We are also adept at employing and tailoring creative outreach strategies to reach, engage and elicit feedback from diverse, often "hard-to-reach" populations.

Demographics and language capabilities of the intended project audiences are a priority. Collateral materials or text developed for public circulation will be translated into Spanish. It is our goal that project stakeholders who do not speak English, or do not speak English as a first language, will be able to engage in the project in the same manner that an English-speaking stakeholder would. We will take these needs into consideration when developing meeting notifications, website content and all other publicly consumed messaging.

Documenting Public Input

We recognize the need to ensure that all comments received during the life of the project are documented and catalogued as this will inform the work of the project team. For this reason, we will document all comments received through our various engagement activities. Comments received at public meetings, through the stakeholder interviews, at pop-up events, or posted on our Facebook page, will be documented, catalogued by name of stakeholder or group and include pertinent contact information.

Our team will conduct eight (8) Community Workshops/Town Halls will take place to coincide with key project milestones. The format for the Community Workshops/Town Halls will be structured to be participatory, engaging and meaningful to those attending.

Having coordinated numerous public hearings, community meetings and workshops for past projects, we are sensitive to the detail that must be employed in setting up such events. To aim for maximum participation, for example, accessible and well-lit locations must be selected, and dates and times should be carefully chosen taking religious and secular holidays, County meetings and other local events into consideration. All efforts must be made to achieve a level of comfort for participants such as providing informational handouts to name tags and sign-in sheets. The logistics for the public meetings will typically include

- Reserving locations
- Obtaining information on parking, lighting, seating, required audio or amplification equipment, security and insurance
- Providing translated materials where necessary
- Arranging for interpreters and simultaneous interpreting equipment
- Drafting and distributing invitations or notices
- Developing visual presentation material
- Preparing and maintaining sign-in sheets
- Meeting attendance & facilitation (includes capturing comments)
- Assuring the sufficient supply of hand-out materials
- Recording comments of attendees

Our team will ensure a range of appropriate meeting notifications that may include direct mail, eblasts, door-to-door distribution, advertisements, digital media and social media.

Our team is prepared to present materials related to all project activities, which includes presenting to the Housing Advisory Committee, and other relevant parties. We are also available to support County staff with study session materials and facilitation for these entities related to the development and implementation of an inclusionary housing ordinance. We will be responsive to requests for meetings, materials, and information from key County department and division staff pertaining to any issues, program-specific information, or data collection, sources, and/or analysis.

Stakeholder Interviews

As part of developing a baseline community engagement for project, we will conduct at least one resource meeting with local housing and community development stakeholders, including housing developers. The purpose of these interview/focus groups is to hear first-hand from important project stakeholders about their priorities for the project prior to the initial Public Workshops/Town Halls. In this way, the project team will have advance notice from a cross section of stakeholders already involved in the project about what some of the key "hot-button issues" will be and will gain some insights into how to develop the path forward.

Elected Officials Briefings

As part of the stakeholder interview process, it is critical that elected officials be regularly updated on the project. In doing this, we can provide the elected officials staff with a "dry run" of the materials to be presented to the public. These meetings represent key opportunities to disseminate project updates and to provide a forum where the project team can share information with the elected officials' offices.

Website and Social Media

As part of the stakeholder engagement strategy, website surveys and social media will be used throughout outreach efforts to complement more traditional public engagement approaches. To encourage participation and project buy-in from the surrounding community, Facebook and Twitter will be utilized. A Facebook page will display the latest project news and will be used to create "Events" that will be publicized via geographically targeted Facebook ads to

ensure greater participation at community workshops and pop-up events. As mailing lists are compiled throughout the life of the project, Facebook's custom audience feature can also be leveraged to target and engage stakeholders. In addition to ads, Facebook Live will be harnessed to help raise visibility of the project's page given that Facebook's algorithm gives priority to live videos. Live videos will feature snippets of community engagement events like the workshops, intercept interviews, and pop-up events.

Twitter, a primarily news focused platform, will feature up-to-the-minute project information and live tweeting from workshops and other public engagement events. Stakeholders will be encouraged on other platforms to follow the project's twitter account for information as it is happening at meetings and events, further encouraging feedback and engagement. Twitter will also be used to publicize other social media platforms for unique content.

Presentation and Collateral Material Development

Compelling, interesting collateral materials remain a primary means of informing and educating the public. These materials must be able to both translate technical information and motivate further participation. To help engage a larger set of stakeholders, our team proposes taking a visually-centric approach to creating informational materials including Flyers to advertise meetings, Fact Sheets and Frequently Asked Questions (FAQs) in anticipation of the kickoff meeting. Visually appealing, easy to understand information boards for meetings and presentations should also be produced to help illustrate project milestones. Images and infographics will be used to create engaging materials that can be distributed at events and can be shared electronically as well.

Deliverables: Public information and outreach materials (5.8.1.8)

Meetings: Land Use Advisory Committees/Neighborhood Design Review Committees (5.9.2.3)
Resource meeting with local housing and community development stakeholders, including housing developers (5.6.1.1)
Housing Advisory Committee (HAC) workshop (5.6.1.3)
Community workshops with LUACs and NDRCs (5.6.1.2)

5.7 BOARD OF SUPERVISORS, PLANNING COMMISSION, AND HOUSING ADVISORY COMMITTEE

Our team is prepared to present materials related to all project activities, which include presenting to the Housing Advisory Committee, Planning Commission, and the Board of Supervisors. We are also available to support County staff with study session materials and facilitation for these entities related to the development and implementation of an inclusionary housing ordinance.

LeSar Development Consultants acknowledges that it meets all of the pre-qualifications and licensing requirements as set forth in Request for Proposals #10650.

SECTION 3 – PROJECT EXPERIENCE AND REFERENCES

Key Staff Persons

Diana R. Elrod



Senior Principal Project Role

- Designated Project Manager, Policy Lead and Technical Expert

Diana Elrod is a community development expert, providing services in the area of policy analysis and program development, with a special emphasis on land use implementation and strategic planning. Since 2000, she has helped cities and counties throughout California with a broad range of undertakings, including Housing Elements, Consolidated Plans, zoning changes to facilitate the development of affordable housing, and other policy and programmatic activities. She has a broad range of experience in public sector planning, beginning in the 1980s with her public development work in New York. She is active in the State legislature, providing testimony on the effects of proposed laws on the practice of planning professionals, and authors several reports and studies on housing trends every year. Born and raised in the Midwest, Diana has a Master of Science Degree in Urban Planning from Columbia University (1986), A Master of Arts Degree in Philosophy and Religion from the California Institute of Integral Studies (2011), and an undergraduate degree from Oberlin College (1983).



Artemis Spyridonidis

Senior Associate Project Role

- Policy Research

Artemis Spyridonidis is covering housing policy issues, including structural solutions to the housing affordability crisis, Consolidated Plans, Housing Elements, accessory dwelling unit policy implementation, and regional issues across the state of California. After receiving degrees in Political Science and Spanish from Bridgewater State University in Massachusetts, she worked for the late Congressman Joe Moakley before moving to San Diego. During her prior employment with then-Councilmember Toni Atkins, she handled housing and homelessness policy. She then went on to work in the San Diego Housing Commission's Housing Finance and Development Department before attending law school at the Thomas Jefferson School of Law. Ms. Spyridonidis also serves as a board member of the City Heights CDC, C3, and Circulate San Diego.



Reza Mortaheb

Research Analyst Project Role

- Research and Analysis

Reza Mortaheb is an architect, urban planner, and urban researcher. Mr. Mortaheb has more than five years of experience in urban planning research and practice. His most recent position was at the New Jersey Innovation Institute where as a researcher, planner, and GIS analyst he contributed to the TAB Program helping distressed communities revitalize underutilized or vacant industrial and manufacturing sites and buildings. Reza's area of focus is federal housing policies and Accessory Dwelling Units (ADUs). Mr. Mortaheb holds a Master's degree in architecture from Azad University (2005) and a Master of Science degree in Urban and Regional Planning from KTH Royal Institute of Technology in Stockholm (2011). He is a PhD candidate in the Urban Systems Program at the New Jersey Institute of Technology and Rutgers University.





Barbara E. Kautz

Partner

Project Role

- Ordinance and Manual Drafting

goldfarb lipman
attorneys

Barbara E. Kautz practices in the areas of land use (especially housing-related land use), CEQA compliance, real estate, economic development, fair housing, and affordable housing. She has assisted public agency clients in a wide variety of matters including compliance with planning and zoning law, real estate transactions, redevelopment dissolution issues, loan and homebuyer documents for affordable housing, CEQA disputes, and compliance with the Fair Housing Act and Fair Employment and Housing Act. She represents nonprofit and for-profit developers regarding land use entitlements and real estate transactions. Before becoming an attorney, Ms. Kautz worked for 30 years as a planner, planning director, community development director and assistant city manager, concluding her career as Community Development Director and Assistant City Manager for the City of San Mateo. During that period she served on the Board of Directors for the League of California Cities and on the Board of Directors for the American Planning Association, California Chapter.



Eric Phillips

Attorney

Project Role

- Ordinance and Manual Drafting

goldfarb lipman
attorneys

Mr. Phillips practices in the areas of land use, affordable housing, real estate, and CEQA compliance. In addition to experience drafting inclusionary housing and tenant protection ordinances, Mr. Phillips represents clients in all phases of the development process, including property acquisition, entitlement and administrative approvals, CEQA compliance, fair housing compliance, and negotiating real estate disputes. Specifically, Mr. Phillips serves as special counsel to numerous public agencies and provides advice on writing ordinances and legislative findings related to zoning, subdivisions, inclusionary housing programs, and impact fees. He also assists private clients to successfully obtain subdivision maps, density bonuses, development agreements, and other land use approvals. In both roles, Mr. Phillips has worked with various clients to negotiate and close purchase and sale agreements, draft loan agreements, create below-market-rate rental and for-sale programs, perform property diligence, craft residential preference programs, and work with technical consultants to prepare Draft and Final EIRs.



Kathleen Head

Managing Principal

Project Role

- Economic feasibility subject matter expert



KEYSER MARSTON ASSOCIATES

Kathleen Head is a Managing Principal of Keyser Marston Associates, Inc., (KMA) a firm that provides economic consulting services to public and private sector clients. Since joining the firm in 1983, Ms. Head has analyzed the feasibility of a wide variety of real estate developments. Ms. Head manages the housing related services performed by the KMA Los Angeles office, and has extensive experience in programs creation, policy analysis, feasibility evaluations, and transaction structuring. Ms. Head has analyzed projects utilizing tax-exempt financing, low income housing tax credits, as well as various local, state and federal assistance packages. Ms. Head is a graduate of the University of California, Los Angeles, with a Bachelor's degree in History and Master's degrees in Business Administration and Urban Planning. She has spoken at California League of Cities conferences, the NAHRO conferences, American Planning Association conferences and at the UCLA Anderson School Real Estate Development course.



Tim Bretz
Manager
Project Role

- Economic feasibility and research expert



Mr. Bretz is a Manager in the Los Angeles office of Keyser Marston. Since joining the firm in 2008, Mr. Bretz has provided public, private and non-profit clients with real estate economic analysis for a wide variety of land uses. Mr. Bretz has analyzed real estate transactions and conducted many economic studies for a number of clients. These analyses include the structuring of market-rate and affordable housing transactions, the selection of private development teams for publicly-funded real estate projects, fiscal and economic impact analyses, project feasibility analysis, and residential and non-residential affordable housing nexus studies. During his tenure in the Keyser Marston Los Angeles office, Mr. Bretz has assisted more than 50 public, private, and non-profit clients. Public sector clients Mr. Bretz has assisted include Anaheim, Culver City, Huntington Beach, Long Beach, Los Angeles, San Bernardino County, San Diego, Santa Ana, Santa Cruz, Santa Monica and West Hollywood

Experience & References

The team has a proven track record of work on a range of federal and local projects and will work together seamlessly to complete the background research, stakeholder outreach, economic feasibility analyses, policy recommendations, and presentations/study sessions to produce a responsive, actionable, and flexible Inclusionary housing ordinance.

LeSar Development Consultants (LDC)

LDC, the prime consultant, has extensive experience preparing financial analyses for local government jurisdictions within California, as well as developing housing policy recommendations to meet regional, state, and federal housing law. This work includes developing financing strategies, analyzing public housing portfolios, conducting site and financial feasibility analyses, and creating master development program strategies. Our work plans for public agencies and elected officials have been implemented with incredible success. LDC works to actively bring the policy direction of HUD down to the local governmental level by creating local government work plans that position the localities to move on federal housing policy direction. LDC has done this in the areas of transit-oriented development; homelessness systems change; acceleration of housing production and reduction of costs; public housing mixed finance; and leveraged community development finance.

LDC has completed and ongoing projects in the following jurisdictions:

Client Engagements

City of Cupertino	City of Riverside	City of National City	County of San Diego
City of Del Mar	City of San Diego	City of Palo Alto	County of San Bernardino
City of El Cajon	City of San Jose	City of Pasadena	County of Santa Clara
City of Fresno	City of Visalia	City of Pomona	Tulare County
City of Lemon Grove	City of Vista	City of Mountain View	County of Monterey
City of Los Angeles	County of Los Angeles	City of Napa	County of Napa

LDC is experienced in developing measurable and implementable goals to address fair housing issues and impediments, as well as with developing policies and assessing the financial feasibility of innovative affordable housing strategies. This includes deep knowledge of HUD planning requirements and experience conducting robust and implementable Analyses of Impediments (AIs) and Consolidated Plans. We have developed multiple AIs that use the Communities of Opportunities model (the basis for the AFFH rule) and are expertly skilled in gathering and analyzing housing data and assessing fair housing needs. LDC has also worked with the San Diego Housing Commission to create a three-year work plan to facilitate transit-oriented affordable housing development.

Members of our team have managed the development of capital from the Bay Area Transit Oriented Affordable Housing Fund for a variety of affordable housing and community facilities projects in the Bay Area.

Keyser Marston Associates (KMA)

KMA has assisted over 25 cities and counties with their inclusionary housing programs. Services range from limited tasks such as analyses that support in-lieu fees to the full design of a new inclusionary program with all of its ordinance and implementation provisions. The Los Angeles office has completed inclusionary housing assignments for:

Burbank	Glendale	Pasadena	Santa Ana
Campbell	Huntington Beach	Oceanside	Santa Clarita
Chino Hills	City Los Angeles (not adopted)	Rancho Cucamonga (not adopted)	Santa Cruz
Claremont	County of Los Angeles (in progress)	San Buenaventura	Santa Paula
Dana Point (not adopted)	San Jose	Duarte	West Hollywood

KMA employs its real estate expertise to adapt new or revised programs to local market conditions and policy objectives. As part of its inclusionary work, it is KMA's practice to evaluate the financial feasibility of on-site and in-lieu fee requirements. This approach ensures that the program parameters are feasible and are appropriate.

In addition to undertaking feasibility analyses as part of developing inclusionary programs, KMA has a robust practice in evaluating the development economics of individual projects in which the entitlement agreement entails public investment and the potential for an affordable housing contribution. From this practice, the firm understands construction costs, financing structures, and the "feasibility gap" associated with developing affordable units.

Since the *Patterson* and *Palmer* court decisions, KMA has worked with clients to modify programs and prepare support materials in light of the new legal environment. The firm also works with attorneys on new programs and major updates, jointly analyzing the various ways rulings could affect fee levels and other aspects of affordable housing requirements placed on new residential projects. KMA is currently working with attorneys to craft inclusionary housing programs that comport with the requirements imposed by AB 1505.

Goldfarb & Lipman LLP (GL)

Goldfarb & Lipman is a leader in the drafting and administration of inclusionary ordinances and guidelines. We have drafted inclusionary ordinances for many cities and counties, completed administrative guidelines when desired, drafted fee resolutions, and then drafted the legal documents (developer agreements, rent regulatory agreements, homebuyer documents, loan agreements) required to implement the desired program. We typically establish long-term working relationships with our clients, assist in ordinance amendments as economic conditions change or new laws are adopted, and provide ongoing advice on implementation of these complex programs. Recent clients in this line of business include the following:

Adopted Inclusionary Ordinances: Counties of Marin, Napa, and Santa Cruz. Cities of: Belmont, Cupertino, East Palo Alto, Emeryville, Fremont, Hayward, Palo Alto, San Carlos, Solana Beach.

Adopted Administrative Guidelines: County of Santa Cruz, Cities of Belmont, Cupertino, Salinas.

Inclusionary Ordinances and Guidelines in Process: Cities of Encinitas, Monterey, Richmond.

The above list is representative of the public agency clients we have represented. Our scope may be limited to drafting of documents or extend to presentation of initial options to the public, Planning Commissions, Boards of Supervisors, and City Councils. We often work closely with economic consultants and review their work for legal adequacy. Because of the large number of public agencies that we have worked with, we are familiar with the many alternatives used by cities and counties in drafting their ordinances. In drafting inclusionary ordinances, our goal is to represent accurately the desires of the community and to ensure that the ordinance will be legally defensible.

Representative Projects and References

The representative projects provided below were selected because of their relevance to the proposed scope of work for developing an Inclusionary Housing Policy. Some of the specific practices and protocols that our firms have developed and implemented on behalf of the requesting entities are included.

LeSar Development Consultants

County of Napa



Contact Information: Molly Rattigan
Deputy County Executive Officer
Phone: (707) 253-4112
Email: Molly.Rattigan@countyofnapa.org

Project: Multi-Year Action Plan for Affordable Housing; on-going affordable housing services

Start and Completion Date: 2007- ongoing

Brief Description of services provided and firm's role: LDC drafted a Multi-Year Action Plan for the Joint Napa City/County Affordable Housing Task Force to help them prioritize their housing resources and create a five-year financial plan for how to best target housing investment in a declining economy. This involved facilitation of collaborative discussions and development of partnership relationships. In addition, LDC has set up their lending and asset management systems, and provides a wide range of housing policy and program assistance

Staff assigned: Jennifer LeSar, Artemis Spyridonidis, and Liz Tracey

San Diego Housing Commission



Contact Information: Deborah Ruane
Senior Vice President
Phone: (619) 578-7566
Email: debbier@sdhc.org

Project: *Addressing the Housing Affordability Crisis in San Diego and Beyond: An Action Plan for San Diego Civic Leaders*

Start and Completion Date: May 2015 – May 2016

Brief Description of services provided and firm's role: For this scope of work, LDC crafted an action plan for the Housing Commission with extensive input and review from housing industry leaders. The report includes programmatic and tactical action steps to address the rising costs and inadequate supply of housing in San Diego, one of the country's least affordable housing markets. The report recommendations aim to boost production and reduce costs for both affordable and market rate housing.

Staff assigned: Jennifer LeSar, Artemis Spyridonidis

City of Del Mar



Contact Information:

Kathleen A. Garcia
Planning and Community Development Director
City of Del Mar
Email: kgarcia@delmar.ca.gov

Project:

“22 in 5” Affordable Housing Implementation Program

Start and Completion Date:

May 2017 - Present

Brief Description of services provided and firm’s role:

LDC serves as a strategic advisor to the City of Del Mar to develop its “22 in 5” affordable housing implementation program, which is focused on helping the City produce or attain 22 affordable housing units within five years to meet its Regional Housing Needs Allocation requirements. LDC, in partnership with Keyser Marston Associates, conducted an assessment of the City’s existing housing stock to identify and prioritize opportunities for the acquisition, rehabilitation, or conversion of available units, and worked with the City to develop recommendations for priority projects and their implementation. LDC also conducted outreach to property owners and led presentations for city officials. LDC is currently engaged in the subsequent phases of the project, which include an assessment of available land for new development and the development of a housing capital plan.

Staff assigned:

Artemis Spyridonidis, Reza Mortaheb

City of Lafayette



Contact Information:

Ms. Niroop Srivatsa
Planning and Building Services Director
City of Lafayette
Email: nsrivatsa@lafayette.ca.us

Project:

Inclusionary Housing Ordinance

Start and Completion Date:

2008 - ongoing

Brief Description of services provided and firm’s role:

Prior to joining LeSar Development Consultants, Diana Elrod served as a project manager for an inclusionary housing ordinance, which included rental and home ownership housing. In that role, she oversaw consultants conducting affordability nexus studies and put together a program to align redevelopment law with Inclusionary priorities that extended beyond the redevelopment area to cover the downtown corridor. The project also included an outreach and community engagement initiative, which resulted in the project being put on hold until after the “Palmer fix” went into effect. The ordinance was later recrafted to focus on ownership housing and passed by City Council. In 2018, the ordinance will be re-drafted to, once again, allow for inclusionary to be applied to rental housing.

Staff assigned:

Diana Elrod

City of Belmont



Contact Information:

Thomas Fil
Finance Director
City of Belmont
Email: tfil@belmont.gov

Project:

Inclusionary Housing Ordinance

Start and Completion Date:

2016-2017

Brief Description of services provided and firm's role:

Ms. Elrod served as a strategic advisor to the City of Belmont from 2015 to 2017, providing counsel on an inclusionary housing ordinance among other projects. In that capacity, she reviewed the work of consultants on a project to develop in lieu fee amounts to negotiate with developers. She also collaborated with Goldfarb Lipman to help City Council and the Planning Commission understand the components of the inclusionary program, how it would impact the city, and under what scenarios to apply in lieu fees rather than build housing. The ordinance passed, and has allowed the city to leverage additional funding for projects through negotiation with developers.

Staff assigned:

Diana Elrod

Keyser Marston Associates

City of Huntington Beach



Contact Information

Kellee Fritzal
Deputy Director of Economic Development
Phone: (714) 374-1519
Email: kfritzal@surfcity-hb.org

Project:

Inclusionary Housing

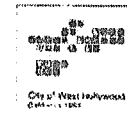
Start and Completion Date:

2007- Present

Staff assigned:

Kathe Head

City of West Hollywood



Contact Information:

Mr. Peter Noonan
Rent Stabilization and Housing Manager
Phone: (323) 848-6596
Email: pnoonan@weho.org

Project:

City's Inclusionary Housing Ordinance

Start and Completion Date:

April 2012-July 2015

Brief description of services provided and firm's role:

KMA prepared reports to assist the City of West Hollywood in modifying components of the City's Inclusionary Housing Ordinance. The analyses included the following components:

1. **KMA prepared an overview of the existing residential market conditions and likely changes as the region emerged from the real estate downturn;**
2. **KMA evaluated the program's existing household income requirements, and an identified an alternative structure tailored to the local conditions in West Hollywood at levels designed to not adversely impact the likelihood of new development;**
3. **KMA examined the issues associated with allowing residential projects of any size to pay an in-lieu fee;**
4. **KMA identified and evaluated alternative development options to fulfill the affordable housing requirements;**
5. **KMA prepared residential and commercial nexus analyses to establish the maximum affordable housing impact fee levels;**
6. **KMA prepared a comparison of the on-site inclusionary units developed versus the affordable units created by the in-lieu fee revenue in combination with outside leveraging sources; and**
7. **KMA identified potential uses for the revenues generated by in-lieu fee payments.**

Staff assigned: Kathe Head

City of Claremont



Contact Information: Brian Desatnik
Formerly the Community Director for the City of Claremont. Currently the Director of Development Services for the City of Redlands
Phone: (909) 798-7593
Email: bdesatnik@cityofredlands.org

Project: Inclusionary Housing

Start and Completion Date: 2008 - Present

Brief Description of services provided and firm's role: Services provided by KMA include the following:

1. **In 2008 KMA prepared an assessment to determine the inclusionary housing obligations that could be applied on a financially feasible basis for ownership housing and apartment development;**
2. **In 2010 KMA prepared an evaluation of the in-lieu fee amount that could be supported by ownership housing development on a financially feasible basis;**

- 3. In 2012 KMA assisted the City in restructuring the Inclusionary Housing Ordinance to reflect changes in the residential market place, and to eliminate the requirements for rental projects due to the prohibition imposed by the Palmer decision;
- 4. In 2014 KMA created an Administrative Procedures Manual that guides the implementation of the Inclusionary Housing Ordinance; and

Between 2014 and the present, KMA has assisted the City in implementing the affordable housing requirements imposed on proposed ownership housing projects and updating the household income limits and affordable sales price calculations.

Staff assigned:

Kathe Head

City of Santa Cruz



Contact Information:

Carol Berg
 Housing and Community Development Manager
 Phone: (831) 420-5108
 Email: cberg@cityofsantacruz.com

Project:

City's Inclusionary Housing Policy as it pertains to the Development of Rental Projects

Start and Completion Date:
Brief Description of services provided and firm's role:

- 2016 - Present
- 1. KMA compiled information regarding recent trends in residential development within Santa Cruz;
 - 2. KMA created three rental project prototypes, and prepared conceptual pro forma analyses, for use in establishing supportable housing impact fees for different rental product types; and
 - 3. KMA subsequently evaluated two apartment projects being proposed for development to assess the financial feasibility of the impact fee being proposed for use by the City.

Staff Assigned:

Kathe Head

County of Los Angeles



Contact Information:

Connie Chung
 Supervising Regional Planner
 Email: cchung@planning.lacounty.gov

Project:

Inclusionary Housing Analysis for Ownership Housing and Apartment Development

Start and Completion Date:

January 2017 - Present

Brief Description of services provided and firm's role:

In January 2017 KMA was engaged by the County of Los Angeles as part of a consultant team *lead by LeSar Development Consultants* to create an Affordable Housing Action Plan for the unincorporated County areas. As part of this engagement, KMA prepared an inclusionary housing analysis for ownership housing and apartment development, and nexus analyses to establish supportable impact fees. As part of this engagement, KMA completed the following analyses:

1. Six submarkets within the unincorporated County were identified in conjunction with the consultant team and the County staff;
2. KMA compiled sales and rent data for recent development in each submarket for use in affordability gap analyses;
3. KMA prepared financial feasibility analyses using KMA's proprietary pro forma models to devise recommendations regarding the following inclusionary housing requirements:
 - a. The threshold project size that will trigger the inclusionary requirements;
 - b. The percentage of affordable units that will be required to be provided;
 - c. The income and affordability restrictions that will be imposed;
 - d. The treatment of inclusionary requirements that result in fractional units;
 - e. The comparability standards that will be imposed on inclusionary units;
 - f. Off-site alternatives to developing the inclusionary units on site within a market-rate project; and
 - g. Identification of project types that may be exempt from the inclusionary housing requirements.

Staff assigned: Kathe Head

Violations

LeSar Development Consultants has no violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by our organization or any business organization owned or operated by the LeSar Development Consultants which are its parent company and/or subsidiaries, from any public agency during 2005 up to and including the present day.

SECTION 4 - TECHNICAL ASPECTS OF PROPOSAL

LeSar Development Consultants confirms that this proposal is inclusive of all elements necessary for a turn-key project.



Catherine A. Romanas, Director of Operations

Proposed Project Timeline

The proposed project timeline has been included on the following page.

Data Management & Data Security

LeSar Development Consultants and our team will share and store files through an upgraded Dropbox for Business platform which provides multiple layers of protection, including secure data transfer, encryption, network configuration, and application-level controls distributed across a scalable, secure infrastructure. Dropbox has certified its data centers, systems, applications, people, and processes through a series of audits by an independent third-party and maintains accreditations through the International Organization for Standardization (ISO), Service Organization Controls (SOC), CSA STAR, and is HIPAA/HITECH compliant. We will ensure data security by securely storing files and encrypting transfers of data.

SECTION 5 – STATEMENT TO SERVICE ENTIRE COUNTY

LeSar Development Consultants and our team are available to provide services to: Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far reaching in the South County as the San Louis Obispo County border.

Additional locations will include travel time billed at the IRS mileage rate (currently .545 per mile) or actual ground transportation costs, with all additional travel expenses billed at actual cost. Additional hourly fees for consultant time will also apply.

SECTION 6 – ENVIRONMENTALLY FRIENDLY PRACTICES

LeSar Development Consultants institutes a number of protocols and practices to reduce our firm's impact on the environment, reduce vehicle miles traveled, and promote environmental sustainability. This includes employing a transit pass rebate program for all firm employees, using energy efficient computers, limiting printing of materials that can be transmitted or distributed via an electronic transfer, and using recycled paper and other eco-friendly office products where possible. Our firm will work with the County's Project Manager to determine the appropriate schedule and location(s) for in-person meetings. Our goal will be to limit meetings that require extensive travel by utilizing teleconferencing or videoconferencing services as needed. Where travel is required, our firm will work with the Project Manager to select meeting locations that provide alternatives to single occupancy vehicle travel and we will coordinate with subconsultants, and stakeholders to promote carpooling, ridesharing, active transportation, and transit options to reach destinations.

LeSar Development Consultants is not currently a 'Green Certified' Business.

SECTION 7 – PRICING (ATTACHMENT A) & WARRANTY

		Total Cost Per Task
5.0 Project Initiation	2%	\$ 2,675
5.2 Review of Existing Ordinance	2%	\$ 2,715
5.3 Examination of Data	16%	\$ 27,230
5.4 Affordable Housing Nexus Studies	20%	\$ 32,980
5.5 Conclusions and Recommendations	24%	\$ 40,935
5.6 Citizen Participation and Consultation	17%	\$ 29,420
5.7 Board Of Supervisors, Planning Commission, And Housing Advisory Committee	20%	\$ 32,970
TOTAL HOURS		\$ 826
SUBTOTAL AMOUNT		\$ 168,925
Reimbursable (mileage, parking, translation services, printing, etc.)		\$ 6,720

TOTAL COST INCLUDING REIMBURSABLES	\$ 175,645
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SECTION 8 - EXCEPTIONS

EXCEPTION TO MONTEREY COUNTY SOLICITATION #10650

Below are exceptions that we believe relate to a prior RFP template from which this release was adapted from:

- Page 11 **6.1 The term of the AGREEMENT(s) will be for a period of 24 years with no options to extend the AGREEMENT for an additional two (2) one year periods.**

- Page 7 **2.9 Request for Proposal #10650 will establish services ... In the course of providing CARPET INSTALLATION services.**

- Page 14 **Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.**

- Page 15 **Bond the selected CONTRACTOR shall maintain and provide evidence that they have Fidelity Bond Insurance in an amount at least equal to Two Million Six Hundred Thousand Dollars (\$2,600,000) at the time the contract is executed.**

SECTION 9 – APPENDIX - RESUMES**DIANA R. ELROD**

386 FRANCONIA STREET • SAN FRANCISCO, CA 94110
PHONE 415.214.2248 • DianaRElrod@gmail.com

Effective March 2018, Diana Elrod will be joining LeSar Development Consultants as a Principal after serving as a sole proprietor in the San Francisco Bay Area. As a community development consultant, she provides services in the areas of policy analysis and program development, with a special emphasis on land use implementation and strategic planning.

Experience

1/2000 – present Consultant, San Francisco
 Community Development, Land Use Implementation, and Strategic Planning

Author needs assessments, policy analyses, and legislative advocacy platforms on topics including inclusionary zoning, density bonuses, in lieu fees. Usher affordable housing projects from conception to construction. Educate stakeholders (local officials, community activists, etc.) on community development issues. Facilitate performance measure development and performance-based budgeting efforts. Expertise in community organizing, training and technical assistance. Provide strategic planning for preservation of assisted units to local jurisdictions. Assist in the creation of workforce development programs.

10/2011 – 6/2013 SolarCity Corporation, San Mateo, CA
 Labor Compliance Manager

Initiated overhaul of labor compliance processes and procedures on public works projects, including affordable housing. Established preconstruction requirements to ensure compliance with State, federal ARRA and HUD Davis-Bacon projects. Created national protocol for prevailing wage compliance based on task, rather than title. Collaborated with Software Development, Operations, Payroll, Legal and Human Resources to ensure strict compliance with wage and hour laws. Developed national guidance and training for workers in the field, collaborating with Regional Vice Presidents, Regional Operations Managers, Commercial Development Team, and others. Key respondent on public works RFPs/RFQs nationally. Managed subcontractor compliance, communicating with awarding bodies, developers, State enforcement agencies, and subs.

9/1991 – 1/2000 Department of Housing, San Jose
 Policy and Planning Administrator

Directed studies on housing issues, and established policies and programs to implement Departmental mission and values. Authored a variety of reports, studies and memoranda on a broad range of topics annually (Consolidated Plans, Investment Plans, etc.). Facilitated Core Service and Mission Alignment frameworks (“Investing in Results”) – a strategic planning process for City services. Developed long-range budget projections. Represented the City on legislative matters at the State and federal level; advocated for a variety of redevelopment, land use planning, and affordable housing funding reforms. Collaborated with others (governments, nonprofits, developers) on projects such as housing element reform, modifications to tax credit laws, policies on expiring Section 8 contracts, etc.

**7/1990 – 9/1991 New York City Department of City Planning
Special Assistant to the Chairman/Director**

Responsible for agency's role in \$67 billion capital planning process. Coordinated legal analyses of land use proposals. Provided oversight of Uniform Land Use Review Process and other planning implementation efforts. Developed key policies and programs related to environmental and land use issues. Advised Chairman/Director on broad range of planning concerns.

**8/1988 – 7/1990 New York City Board of Standards and Appeals
Zoning and Financial Examiner**

Responsible for all variance and special permit applications in NYC. Conducted primary land use reviews on projects, including financial feasibility, policy analysis, legal precedent. Developed real estate standards for determining "reasonable return on equity." Co-authored legal briefings with Board counsel.

Education

1/2004 – 12/2011 Master of Arts in Philosophy and Religion. California Institute of Integral Studies.

8/1984 – 5/1986 Master of Science in Urban Planning. Columbia University, Graduate School of Architecture, Planning and Preservation.

8/1979 – 5/1983 Bachelor of Arts. Oberlin College.



Artemis Spyridonidis

Senior Associate

EDUCATION

Juris Doctor
Thomas Jefferson
School of Law
2011

Bachelor of Arts
Political Science
Bridgewater State University
1999

Bachelor of Arts
Spanish
Bridgewater State University
1999

ASSOCIATIONS

(current)
**Citizens Coordinate for
Century 3**
Board Member
**City Heights Community
Development Corporation**
Board Member
Circulate San Diego
Board Member

ACHIEVEMENTS

Recognized as a "Woman Who
Moves the City" by San Diego
Magazine, 2008

PROFESSIONAL EXPERIENCE

SENIOR ASSOCIATE (2017 – present)

LeSar Development Consultants
Provide technical expertise, research and project management services for housing policy and housing development related projects.

ATTORNEY AT LAW (2013-2017)

Law Office of Artemis Spyridonidis
Corporate Counsel to For Profit and Nonprofit Corporations, including matters ranging from formation, federal, state, and local government filings; labor and employment; ABC licensing; contract drafting and review; real estate lease review; negotiations; litigation; board governance; Public Policy advisement.

LAW CLERK/RESEARCH ASSISTANT AND INTERPRETER - APPOINTED

U.S. District Court Southern District of California (2009-2013)
Researched legal issues and drafted complex motions; conducted Spanish-language client interviews; drafted discovery requests and responses; summarized and analyzed depositions and court transcripts.

CHIEF EXECUTIVE OFFICER

Business Improvement District (BID) Council (2006-2008)
Maintained relationships with elected officials and government agencies; acted as spokesperson for BID Council and Balboa Park December Nights in the US and in Mexico; established the board's first Legislative Committee, Governance Committee, and ADA Committee; created the organization's first strategic plan; represented the organization on several boards.

SENIOR PROGRAM ANALYST – REGULATION OF PROGRAMS

San Diego Housing Commission (2004-2006)
Administered, researched, and analyzed the City of San Diego's Condo Conversion policy; managed Community Development Block Grants; worked with HUD, the San Diego City Council, and the Centre City Development Corporation to improve access to affordable housing.

COUNCIL REPRESENTATIVE

	<p>Office of Councilmember Toni Atkins (2000-2004) Drafted communications; represented the councilmember at community meetings; and researched and advised on legislative issues such as housing, social services, pension, and open government.</p>
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Reza Mortaheb

Research Analyst

EDUCATION

PhD Candidate, Urban Systems

New Jersey Institute of Technology and Rutgers University
2017 (Expected)

MSc in Urban and Regional Planning
KTH Royal Institute of Technology
2011

Master's in Architecture
Azad University
2005

PROFESSIONAL EXPERIENCE

RESEARCH ASSISTANT/PLANNER/ GIS ANALYST
NJIT TAB Program (Jan – June 2017)

Collaborated with the Technical Assistance to Brownfields Communities Program, known as NJIT TAB, which helps distressed communities revitalize underutilized or vacant industrial and manufacturing sites and buildings, responsible conducting research on a wide range of solutions for Brownfields redevelopment, such as Green Stormwater Infrastructure (GSI), Urban Agriculture, Healthfields, Infill Development, Sustainability-Resiliency, and Tourism; Devised planning tools to help communities regenerate brownfield sites, on the one hand, and achieve a sustainable living environment and preserve natural resources on the other hand, carried out literature review and wrote a report on Return on Investments (ROI) for Brownfield Redevelopment, and served as GIS analyst for various civil infrastructure and planning projects.

RESEARCH ASSISTANT
New Jersey Institute of Technology – Van Houten Library (May- August 2016)

Collaborated with the Digital Archive of Newark Architecture program, including information on specific buildings, architects, public art, public spaces, as well as images and textual materials, responsible conducting literature review on Newark's historic landmarks, analyzed relevant graphic and archival materials, and updated the relevant information for each landmark on the DANA interface

USER INTERFACE ANALYST
New Jersey Institute of Technology (May – June 2016)

Participated in the user interface evaluation project for two BLUNSO Tool Interfaces, solved a set of problems using the two interfaces, generated a comprehensive report on user experience and compared the tools in terms of navigation features, visualization of taxonomies, etc.

ADJUNCT INSTRUCTOR
New Jersey Institute of Technology (Jan – May 2016)

BARBARA E. KAUTZ
bkautz@goldfarblipman.com

1300 Clay Street, 11th Floor
Oakland, CA 94612

Oakland
510 836-6336

Los Angeles
213 627-6336

San Diego
619 239-6336

goldfarblipman.com

Ms. Kautz is a partner at Goldfarb & Lipman with an emphasis of practice in inclusionary zoning, density bonus law, housing trust funds, land use approvals, redevelopment, housing elements, CEQA compliance, fair housing, and implementation of homeownership programs. She is the author of *In Defense of Inclusionary Zoning: Successfully Creating Affordable Housing*, 36 U.S.F. Law Review 971 (2002); and co-author, *Local Government Financing Powers and Sources of Funding*, in ABA Legal Guide to Affordable Housing (2d ed. 2011).

Agencies for which Ms. Kautz has drafted inclusionary ordinances include the cities of Hayward, Belmont, Cupertino, Salinas, Santa Cruz, San Carlos, Solana Beach, Palo Alto, and Fremont and the counties of Santa Cruz, Marin, and Napa. She has drafted administrative guidelines for the County of Santa Cruz and cities of Belmont, Cupertino, and Salinas. She has also assisted numerous jurisdictions in preparing and implementing documents for affordable housing programs.

Ms. Kautz is a frequent speaker on inclusionary housing, 2017 housing legislation (Housing Accountability Act, SB 35, and AB 1505), housing elements, homeownership programs, and density bonus law.

Professional Experience

Goldfarb & Lipman LLP, Oakland, California, 2004 – present.

Community Development Director and Assistant City Manager, City of San Mateo, California, 1987 - 2002.

Education

J.D., University of San Francisco Law School, *summa cum laude*.

M.C.P., University of California, Berkeley.

A.B., Stanford University, Phi Beta Kappa, *cum laude*.

**Professional & Volunteer
Affiliations**

State Bar of California. Fellow, American Institute of Certified Planners (FAICP). Member, American Bar Association, Section on State and Local Government. Member, American Planning Association. Member, Urban Land Institute. Member, Association of Environmental Professionals. Former Member, Boards of Directors, League of California Cities and American Planning Association – California.

ERIC PHILLIPS
ephillips@goldfarbblipman.com

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Oakland, CA 94612

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510 836-6336

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619 239-6336

goldfarbblipman.com

Mr. Phillips practices in the areas of land use, affordable housing, real estate, and CEQA compliance.

In addition to experience drafting inclusionary housing and tenant protection ordinances, Mr. Phillips represents clients in all phases of the development process, including property acquisition, entitlement and administrative approvals, CEQA compliance, fair housing compliance, and negotiating real estate disputes.

Specifically, Mr. Phillips serves as special counsel to numerous public agencies and provides advice on writing ordinances and legislative findings related to zoning, subdivisions, inclusionary housing programs, and impact fees. He also assists private clients to successfully obtain subdivision maps, density bonuses, development agreements, and other land use approvals. In both roles, Mr. Phillips has worked with various clients to negotiate and close purchase and sale agreements, draft loan agreements, create below-market-rate rental and for-sale programs, perform property diligence, craft residential preference programs, and work with technical consultants to prepare Draft and Final EIRs.

Finally, Mr. Phillips is a frequent presenter on state laws governing housing development, including: housing streamlining, the Housing Accountability Act, density bonus, fair housing, CEQA, and rent control.

Professional Experience

Goldfarb & Lipman LLP, Oakland, California, 2014 – present.

Latham & Watkins LLP, Los Angeles, California, 2012 – 2014.

MIG Inc., Berkeley, California, 2002-2008, Urban Planning Project Manager.

Education

J.D., U.C. Berkeley School of Law, Order of the Coif, 2012.

B.S., Urban and Regional Studies, Cornell University, 2002.

Professional & Volunteer Affiliations

State Bar of California. Member, American Bar Association, Forum on Affordable Housing & Community Development. Member, American Bar Association Section of State and Local Government Law.



Kathleen Head

Managing Principal

EDUCATION

Master's in Business
Administration and Urban
Planning
University of California Los
Angeles

Bachelor's in History
University of California Los
Angeles

PROFESSIONAL EXPERIENCE

Kathleen Head is the Managing Principal of the Keyser Marston Associates, Inc. Los Angeles office. Kathe joined the firm in 1983, and manages the firm's affordable housing practice. She also provides public and private clients with real estate economic analysis for a wide variety of land uses

KEY ROLE

Kathe plays a key role in structuring affordable housing transactions, strategy development, policy analyses and program creation for housing successors to former redevelopment agencies, cities and counties throughout California. She also actively participates in crafting California legislative housing initiatives. During her tenure at Keyser Marston, Kathe has assisted more than 100 public sector clients throughout California, and has also represented several clients in other western states. A representative sample of clients that she has assisted includes Long Beach, Anaheim, Burbank, Culver City, Los Angeles, Pasadena, Huntington Beach, Santa Ana and Costa Mesa.

SPECIFIC AREAS OF EXPERTISE

Affordable Housing Transactions

Kathe advises clients in structuring a wide variety of affordable housing projects, with transactions ranging from the complex leveraging and layering of multiple funding sources for multi-phased mixed-use projects, to the simple acquisition and rehabilitation of single buildings. Her involvement with projects ranges from the initial creation of RFP/Q's for developer solicitation, to the negotiation and implementation of the agreement that will guide the development.

Affordable Housing Strategies / Policies

Kathe has assisted in creating much of the major affordable housing legislation enacted by the State of California. Utilizing that expertise, she has assisted several cities in developing comprehensive strategies for fulfilling both the legal requirements and the client's policy goals and objectives.

Affordable Housing Programs

Kathe has participated in the creation of over 20 inclusionary housing programs. These programs are designed to assist the jurisdiction in fulfilling the affordable housing production requirements that were imposed by the California Redevelopment Law and the Regional Housing Needs Assessment goals imposed for Housing Element purposes. Her role includes the recommendation of the appropriate requirements to be applied by each jurisdiction, the accompanying economic burden analysis and in-lieu fees studies. Kathe has assisted numerous clients in the creation of home buyer programs, rehabilitation loan programs and programs targeting specific neighborhoods for a variety of affordable housing activities.

SECTION 10 - BONDS

LeSar Development Consultants is committed to maintaining all required insurance related to this project, but does not hold any bond insurance.



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-14097

Upon motion of Supervisor Parker, seconded by Supervisor Adams and carried by those members present, the Board of Supervisors hereby:

- a. Approved an agreement with LeSar Development Consultants for the period August 28, 2018 through February 29, 2020 and not to exceed \$195,100. to provide the technical assistance required to update the County's Affordable Housing Ordinance; and
- b. Authorized the County Contracts/Purchasing Officer to execute the Agreement and any amendments which do not alter the scope of work or increase the amount payable on the Agreement.

PASSED AND ADOPTED on this 28th day of August 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting August 28, 2018.

Dated: August 28, 2018
File ID: 18-735

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Joel G. Pablo, Deputy

**RESOLUTION GRANTING SIGNING AND AUTHORITY
TO CONDUCT BUSINESS**

FOR

LeSAR DEVELOPMENT CONSULTANTS

Dated as of: December 16, 2016

The undersigned, being the sole member of the Board of Directors of LeSAR DEVELOPMENT CONSULTANTS, a corporation organized under the General Corporation Law of California, does hereby consent to take the following actions and adopt the following resolutions without a formal meeting:

RESOLVED, that Jennifer LeSar is hereby authorized and approved to grant signing authority and authority to conduct business to Catherine A. Romanas, Director of Operations. The foregoing signing and authority granted shall include, but shall not be limited to, the execution of contracts, obligations, certifications, and other instruments entered into by this Corporation.

The undersigned hereby certifies that this resolution is now in full force and effect without modification or rescission.

This consent is executed pursuant to Section 307(b) of the CORPORATIONS CODE of the State of California, and Section 13 of Article III of the Bylaws of this corporation, which authorize the taking of action by the Board of Directors by written consent without a meeting.

Dated as of: December 16, 2016


Jennifer LeSar