

**AGREEMENT BETWEEN  
THE COUNTY OF SAN MATEO AND THE  
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT**

This Agreement is entered into this 17<sup>th</sup> day of October 2023, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and the San Mateo County Flood and Sea Level Rise Resiliency District, also known as OneShoreline, hereinafter called "Contractor."

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of addressing and helping protect against the impacts of sea level rise and provide for the control and comprehensive management of the floodwaters and stormwaters in the County of San Mateo.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates

**Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**2. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$1,750,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

### **3. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 17, 2023, through June 30, 2025.

### **4. Termination**

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

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

### **5. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

### **6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither

Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless**

**a. General Hold Harmless**

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

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

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

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

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

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

**8. Assignability and Subcontracting**

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

**9. Insurance**

**a. General Requirements**

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

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

**b. Workers' Compensation and Employer's Liability Insurance**

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

**c. Liability Insurance**

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

- (a) Comprehensive General Liability.....\$1,000,000
- (b) Motor Vehicle Liability Insurance.....\$1,000,000

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

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately

declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**10. Compliance With Laws**

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

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

**11. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

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

**b. Equal Employment Opportunity**

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

**c. Section 504 of the Rehabilitation Act of 1973**

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

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

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

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

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

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

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

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

#### **h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

#### **Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

#### **12. Retention of Records; Right to Monitor and Audit**

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

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

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

**13. Merger Clause; Amendments**

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

**14. Controlling Law; Venue**

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

**15. Notices**

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

In the case of County, to:

Name/Title: Kevin O'Brien, Management Analyst  
Address: Office of Sustainability/455 County Center, 4<sup>th</sup> Floor, Redwood City, CA 94063



Telephone: 650-647-4308  
Facsimile:  
Email: kobrien@smcgov.org

In the case of Contractor, to:

Name/Title: Lucy Dong, Finance Manager  
Address: San Mateo County Flood and Sea Level Rise Resiliency  
District/1700 S. El Camino Real, Suite 502, San Mateo, CA 94402  
Telephone:  
Facsimile:  
Email: LDong@oneshoreline.org

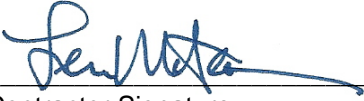
**16. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: ONESHORELINE

  
Contractor Signature

September 19, 2023  
Date

Len Materman, OneShoreline CEO  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

## **Exhibit A**

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

### **Background**

Contractor was created by state law (AB 825, 2019) to plan for and protect against the water-related impacts of climate change including sea level rise, atmospheric rivers, coastal erosion, and drought throughout the County of San Mateo. All funds provided to Contractor pursuant to this Agreement shall be used to further this purpose. County and Contractor agree that the Measure K funds received by Contractor ("Funds") shall only be used for the purposes described below.

Funds may be used to pay the actual operating expenses of the Contractor, including, for example, staff salaries and benefits, rent, and information technology services. Additionally, the contractor will complete the sea level rise and resiliency projects in the County of San Mateo as outlined below. Contractor will submit a two- to three-page report ("Report") at time of invoicing every six months, on the schedule outlined in Exhibit B, as outlined below.

#### **1. Address the Data Gaps in Shoreline Protection as part of OneShoreline's Bay Program:**

There are three sections of the county's Bay waterfront – approximately along the shorelines of the cities of Brisbane, San Mateo, and Redwood City – where coordinated long-term resilience planning has not yet been completed. In these areas, OneShoreline will work with these cities, other agencies, stakeholders, and the public to develop strategies to adapt and become resilient to sea level rise and atmospheric rivers. Specific activities include: 1) collecting and synthesizing data related to shoreline area topography, biology, geology, and coastal, creek, and groundwater rise hazards sufficient to accomplish the following two activities; 2) using this data to characterize vulnerabilities; and 3) developing (at a conceptual level) one or more alternatives to address the vulnerabilities that can be considered for future CEQA documents and designs.

Throughout the term of this agreement, OneShoreline will work with these entities to identify and apply for external funding to support this and future phases of the effort.

- a. Milestone 1a: In each of the three cities, meet with planning staff, public works staff, and, potentially, with relevant city commissions and elected officials to identify the needed information and data gaps to increase shoreline resilience that is aligned with neighboring jurisdictions. Deliverable: description of meeting outcomes within the Report.
- b. Milestone 1b: Based on the results of these meetings and other information, engage with consultant(s) to gather information and fill data gaps for the three shoreline sections. Deliverable: A summary of consultant(s) contract(s) and scope of work within the Report including copies of consultant(s) contract(s).
- c. Milestone 1c: Complete data collection and synthesis. Deliverable: A brief summary of consultant(s) outcomes on adaptation strategies and alternatives to protect and enhance the shoreline for future climate resilience within the Report including copies of the consultant(s) documents Report.

- d. Milestone 1d: Host or participate in at least one meeting with key stakeholders and one with the general public meeting and make at least one presentation to City Council in the cities on the adaptation strategies and alternatives and how these align with neighboring jurisdictions. Deliverable: description of meetings and outcomes within the Report.
2. **Expand and maximize the benefits of the National Flood Insurance Program's (NFIP) Community Rating System (CRS):** Federal Emergency Management Agency's (FEMA) CRS program reduces the cost of flood insurance in communities that go beyond FEMA's minimum floodplain management requirements. Only four of the 20 cities in San Mateo County, and San Mateo County itself, currently participate in the CRS program, even though all cities have at least one property (and many have hundreds) participating in the NFIP, and the jurisdictions that do participate in CRS often do not realize the full extent of the program's benefits. Many of these activities can be done most efficiently in a multi-jurisdictional context, which is why the recently updated countywide Local Hazard Mitigation Plan states, "many of the mitigation actions identified in this plan are creditable activities under the CRS program" and it encourages CRS participation. OneShoreline will support cities that wish to apply to join CRS and jurisdictions that wish to realize the benefits of more fully participating in CRS.
- a. Milestone 2a: Develop a scope, conduct a bid process consistent with OneShoreline procurement policies, and enter into a contract with a consultant to support OneShoreline CRS-related activities. Deliverable: a description within the Report of the contracting process and associated documentation, and copy of the final consulting contract(s).
  - b. Milestone 2b: OneShoreline and/or its consultants will meet with staff from the 16 cities that do not participate in CRS to explain the process and benefits to jurisdictions and the community. Following these meetings, for cities that wish to participate in CRS, OneShoreline and/or its consultants will coordinate with FEMA to host a CRS training with city staff that provides an overview of the CRS program, including eligible activities and required documentation. Deliverable: a description of meeting outcomes within the Report.
  - c. Milestone 2c: For cities that wish to apply to join CRS, OneShoreline and/or its consultants will work with city staff to develop a CRS application to FEMA. Deliverable: draft CRS applications from interested cities.
  - d. Milestone 2d: For cities that wish to apply to join CRS, OneShoreline and/or its consultants will work with city staff to submit an application to FEMA and appoint a CRS coordinator to serve as the liaison between the community and FEMA. For the four cities that already participate in CRS (Burlingame, East Palo Alto, Pacifica, and San Carlos) and for the new participant cities, OneShoreline and/or its consultants will work with city staff to initiate/document activities to earn CRS credit and achieve premium discounts, including documentation that verifies eligible CRS public information and floodplain management activities, including the multi-jurisdictional projects discussed above. Deliverable: copies of CRS application(s) attached to the Report and description of these activities within the Report.

3. **Complete the next iteration of OneShoreline’s *Planning Policy Guidance to Protect and Enhance Bay Shoreline Areas of San Mateo County*, focused on planning, designing, and building resilient capital infrastructure projects:** In June 2023, the OneShoreline Board approved a *Planning Policy Guidance to Protect and Enhance Bay Shoreline Areas of San Mateo County*, which provides template text for jurisdictions to include in their general plan, specific plan, and zoning ordinance, as well as recommendations for reviewing private development proposals with an eye towards resilience. OneShoreline developed the document over several months and received over 500 comments on draft versions from agencies, organizations, developers, and members of the public. This effort focused on private developments due to the large number of major developments being proposed that will have a major impact on shoreline resilience. Meanwhile, planning and building with an eye towards climate change is not limited to private development, as our roads, utilities, storm drains, and other infrastructure must also be resilient to future conditions associated with sea level rise, atmospheric rivers, groundwater rise, and other climate-driven hazards. With that in mind, OneShoreline has committed to producing a similar document focused on capital projects led by public agencies and utilities.
- a. Milestone 3a: Develop a scope, conduct a bid process consistent with OneShoreline procurement policies, and enter into a contract with a consultant(s) to support OneShoreline’s development of the new Capital Projects Guidance document. Deliverable: a description within the Report of the contracting process and associated documentation, and copy of the final consulting contract(s).
  - b. Milestone 3b: Develop an Administrative Draft of the document, tentatively titled *Capital Projects Guidance for Resilient Infrastructure in Bay Shoreline Areas of San Mateo County*. Deliverable: a brief description of consultant(s) progress within the report and a copy of the draft document.
  - c. Milestone 3c: Complete the Administrative Draft, and refine the Administrative Draft into a Public Draft. Deliverable: Public Draft attached to the Report.
  - d. Milestone 3d: Release the Public Draft, make presentations on it to cities councils and key stakeholders, and incorporate public comments into a Final Draft, and then seek Board approval of that Final Draft. Deliverable: Final Draft or the Board-approved document attached to the Report.

## Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor on a semi-annual basis upon receipt of an invoice, progress report detailing work completed relative to the milestones listed in Exhibit A, and an expense report documenting expenditures on items funded by the Agreement. Pursuant to section 2. Payments, in no event shall the County's fiscal obligation under this Agreement exceed ONE MILLION SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$1,750,000).

Invoices shall be on Contractor letterhead and include:

1. Name of Agreement
2. County Agreement Number
3. Invoice date
4. Period of service invoice covers
5. Invoice number
6. Address payment should be remitted
7. Summary of work performed, outcomes, and deliverables
8. Summary of costs associated with work performed, outcomes, and deliverables (by project) including:
  - Budget report showing staff person name, title, hours worked, and billing rate
9. List of specific charges for rent, utilities, services and supplies, and other operational expenses
10. Total cost on invoice
11. Budget remaining on Agreement prior to invoice, and post-invoice
12. Copies of external invoices, receipts for expenses and project deliverables
13. Progress towards Measure K Performance Measure

The disbursement schedule is as follows:

1. **Payment 1-** "On or around 12/31/2023" – Invoice for up to 25% of Agreement (\$437,500), upon receipt of a 2-3 page report demonstrating progress on items funded by the Agreement (listed in Exhibit A), as well as documentation of payment expenses as outlined above.
2. **Payment 2-** "On or around 06/30/2024" – Invoice for up to 25% of Agreement (\$437,500), upon receipt of a 2-3 page report demonstrating progress on items funded by the Agreement (listed in Exhibit A), as well as documentation of payment expenses as outlined above.
3. **Payment 3-** "On or around 12/31/2024" – Invoice for up to 25% of Agreement (\$437,500), upon receipt of a 2-3 page report demonstrating progress on items funded by the Agreement (listed in Exhibit A), as well as documentation of payment expenses as outlined above.
4. **Payment 4-** "On or around 06/30/2025" – Invoice for up to 25% of remaining Agreement (\$437,500) upon receipt of a 2-3 page report demonstrating progress on items funded by the Agreement (listed in Exhibit A), as well as documentation of payment expenses as outlined above.

<b><u>Measure K Performance Measure</u></b>	<b><u>Target</u></b>
Provide documentation of completion of milestones, with explanation if any milestones could not be met completely	Documentation provided for all milestones