

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

THIS AGREEMENT, is entered into and effective as of this first day of January 2020, by and between the San Mateo County Flood and Sea Level Rise Resiliency District, hereinafter referred to as “District,” and the County of San Mateo, a political subdivision of the State of California, hereinafter referred to as “County” or “Contractor.”

W I T N E S S E T H:

WHEREAS, the County Board of Supervisors has acted as the governing board, and the County’s Department of Public Works Director and staff served as *ex officio* staff, of the San Mateo County Flood Control District; and

WHEREAS, the San Mateo County Flood Control District and the Enhanced Flood Program have undertaken a number of flood control-related projects and works in various zones, several of which are still in progress or otherwise ongoing; and

WHEREAS, pursuant to the San Mateo County Flood and Sea Level Rise Resiliency District Act (2019) (“Act”), effective January 1, 2020, the San Mateo County Flood Control District has been renamed the San Mateo County Flood and Sea Level Rise Resiliency District; its purpose has been revised to include, *inter alia*, addressing the impacts of sea level rise; and the governing board of the District is to be a board of directors appointed pursuant to the Act; and

WHEREAS, the District desires to contract with the County to continue the management and operations of the flood control sub-zones and to support the District’s long-term operations by providing engineering services for the management and operations of the sub-zones and flood-related projects, some administrative support, community outreach efforts and accounting services; and

WHEREAS, the County desires enter into an agreement with the District to provide the necessary staffing, advice, and expertise to perform said work.

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

1. Exhibits and Attachments.

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

Exhibit A – Financial and Administrative Services

Exhibit B – Engineering and Resource Protection Services
Exhibit C – Communication Plan and Outreach Services
Exhibit D – Payment Terms

2. Services to be performed by County.

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

3. Payments.

In consideration of the services provided by County in accordance with all terms, conditions and specifications set forth herein and described in Exhibits A, B and C, District shall make payment to County based on the rates outlined herein and in the manner specified in Exhibit D. District reserves the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable. In no event shall District's total fiscal obligation under this Agreement exceed six million, eight hundred and three thousand Dollars (\$6,803,000.00). District agrees to reimburse the Department of Public Works for costs incurred on behalf of the District during the transition and/or start-up period as agreed upon by the District and the County.

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2020 through June 30, 2022, with an option to extend through June 30, 2022, upon mutual consent, except as noted in Exhibit A, which has a term of January 1, 2020 through June 30, 2021.

This Agreement may be terminated in whole or in part by either party at any time without a requirement of good cause upon sixty (60) days' prior written notice to the other party.

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 the District and shall be promptly delivered to the District. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

5. Relationship of Parties.

County agrees and understands that the work and services performed under this Agreement are performed as an independent contractor; that neither County, nor any of its employees, managers, executives, directors, officers, or agents, are performing work or services under this Agreement as an employee of District; and that neither County, nor any of its employees, managers, executives, directors, officers, or agents, acquires any right, privilege, power, or advantages of an employee of the District.

6. Mutual Hold Harmless.

Pursuant to Government Code section 895.4, each party agrees to fully indemnify, defend, and hold the other party (including its appointed and elected officials, officers, employees, and agents) harmless from any damage or liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its appointed or elected officials, officers, employees, or agents, under or in connection with any work, authority, or jurisdiction delegated to such party under this Agreement. No party, nor any appointed or elected official, officer, employee, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto, its appointed or elected officials, officers, employees, or agents, under or in connection with any work, authority, or jurisdiction delegated to such other party under this Agreement.

It is agreed that County shall defend, save harmless and indemnify District, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the County, its officers, agents, contractors, and/or employees.

It is agreed that District shall defend, save harmless, and indemnify the County, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the District, its officers, agents, contractors, and/or employees.

In the event of concurrent negligence of County, its officers, contractors, agents, and/or employees, and District, its officers, contractors, agents, and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property, which arise out of terms and conditions of this Agreement, shall be apportioned according to the California theory of comparative negligence

7. Assignability and Subcontracting.

Other than as provided herein, County shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the written consent of District. Any such assignment or subcontract without District's written consent shall give District the right to automatically and immediately terminate this Agreement.

8. Insurance.

County shall obtain, and provide proof of upon demand, the insurance required under this paragraph:

- (a) **Worker's Compensation and Employer's Liability Insurance.** County, and any permissible third party or subcontractor, shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, County certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of

Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

- (b) **Liability Insurance.** County shall have and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect County, while performing work and services 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 County's operations under this Agreement, whether such operations be by County alone or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall at a minimum include policies for: General Liability coverage of no less than \$1,000,000 per occurrence; Commercial Auto with a liability combined single limit of no less than \$1,000,000; and Director & Officers insurance with coverage of no less than \$1,000,000 per occurrence.

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

County shall have the right to self-insure with respect to any of the insurance requirements required under this Agreement, to the extent permitted by applicable law. If County elects to self-insure, County shall give District prompt written notice of any significant change in or the depletion of its self-insurance fund. Notwithstanding the foregoing, County is also responsible for causing any permitted contractors, subcontractors and/or agents to maintain commercially reasonable insurance coverages and coverage limits as required under this Agreement.

9. Compliance with laws; payment of Permits/Licenses.

All services to be performed by County pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations. Such services shall be performed in accordance with 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 State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

10. Prevailing Wage:

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

11. Non-Discrimination.

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

12. Retention of Records, Right to Monitor and Audit.

- (a) County shall maintain all required records for at least three (3) years after District makes final payment and all other pending matters are closed and shall be subject to the examination and/or audit of District.
- (b) Reporting and Record Keeping: County shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by District.
- (c) County agrees to provide to District, to any Federal or State department having monitoring or review authority, to District's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

13. Merger Clause.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

15. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both: (1) 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 District, to:

Attention: Chief Executive Officer
San Mateo County Flood and Sea Level Rise Resiliency District
1700 S. El Camino Real, Suite 502
San Mateo, CA 94402

In the case of County, to:

Attention: Jim Porter, Director of Public Works
County of San Mateo
555 County Center, 5th Floor
Redwood City, CA 94063
Email: jporter@smcgov.org
Phone: 650-363-4100

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands to this Agreement for the provision of services.

SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT

By: _____
President, Governing Board of the San Mateo County Flood
Control District

Date: _____

COUNTY OF SAN MATEO

By: _____
James C. Porter, Director of Public Works

Date: _____

EXHIBIT A

FINANCIAL AND ADMINISTRATIVE SERVICES

The following is a description of financial and administrative services provided by the Department of Public Works (Department) and the Controller's Office for the San Mateo County Flood and Sea Level Rise Resiliency District (District) on a time and materials basis.

The Department will provide limited administrative support, assist with the acquisition of goods and services in compliance with the County's procurement requirements, and process reimbursements for services provided on behalf of the District until such time as the District develops procurement policies and can assume these responsibilities. The Controller's Office will provide limited services through the Department under the condition that the Department provide the accounting services to the District and the District comply with the County's procurement and financial policies, procedures and fiscal timelines. In addition, the District will maintain funds in the County Treasury and will receive the County's pool rate for interest.

The following is a list of services provided under this agreement.

Controller's Office

- Develop a new financial structure (chart of accounts) based on feedback provided by the Department
- Provide read-only access to the County's financial system, OFAS, to a limited number of positions designated by the District
- Provide check processing
- Provide general oversight and internal control of accounting functions

Department of Public Works

- Work with the Controller's Office to establish a new accounting structure and processes
- Perform the following bookkeeping functions:
 - Process invoices for payment
 - Process cash receipts
 - Process journal entries
- Upon receipt of a general and job ledger allocation from the District, process a journal entry for the cost allocation following each pay day
- Upon request, run standard financial reports from OFAS for the District's use
- Provide standard budget monitoring and reporting documents on a monthly basis
- Provide budget development templates to the District
- Upon receipt of a resolution approving the budget, convert budget development templates into a data file to be loaded into OFAS
- Provide some administrative support on an as-needed basis

- Assist the District in contracting with outside vendors on an as-needed basis

The Department and District, upon execution of this agreement, will outline workflows for the services to be provided as needed. The District recognizes the Department is unable to fulfill same day requests but will make every effort to process “rush” payments as soon as possible. The District also understands that any request for payments should be made, a minimum, of one-week prior to the payment due date.

The Department and Office of Sustainability shall work with the District CEO to develop an annual budget for all services described in Exhibits A - C. The budget shall reflect fully loaded labor costs (salary, benefits and overhead) for work to be performed by each County Department or Office. The budget shall also include contractor and subcontractor costs anticipated to complete the annual work. A contingency amount shall also be recommended as appropriate given the potential uncertainties within the annual work scope.

Authorization of Emergency Work – Contractor and District agree to work together to expedite the approval for and the payment of emergency work performed under this Agreement. Both parties will work collaboratively to determine a minimum budget amount for possible emergency repairs as recommended by the Department and approved by the District Board. The District shall adopt procedures that allow the District CEO to authorize timely emergency repairs.

The District will be fully responsible for completing all financial reporting functions such as audited financial statements, Special District Financial Transaction Reporting to the State and, if applicable, Single Audit Reporting. The Department does not have licensed accountants, so the District will need to contract out for these services.

If the District requests financial services not outlined in this agreement, the Department will consider all requests based on staff availability and expertise. Additional services must be agreed upon in writing by both parties.

Rate: Financial Services will be billed based on the standard hourly rate in place at the time of service. District understands that rates are adjusted a minimum of annually and agrees to pay the current standard hourly rate at the time of service which may differ from the below. Services provided through the Controller’s Office will be based on the Controller’s standard rate and will be a pass-through expense and/or reimbursement to the Department.

At time of execution of the agreement standard hourly rates for financial services are as follows:

B229 Director of Public Works -	\$ 239.55
D038 Deputy Director of Admin & Airports -	\$ 156.77
D151 Financial Services Mgr. II -	\$ 137.56
D060 Financial Services Mgr. I -	\$ 112.83
D181 Management Analyst -	\$ 102.98

E009 Senior Accountant-E -	\$ 101.74
E007 Senior Accountant -	\$ 98.23
E011 Accountant II -	\$ 80.05
E351 FOS Supervisor -	\$ 74.87
E350 Fiscal Office Specialist -	\$ 58.28
E029 Administrative Assistant -	\$ 74.63

Additional classifications may apply and shall be billed at the current standard hourly rate at the time of service.

Term: January 1, 2020 to June 30, 2021

Budget: Estimated budget for both the Department and the Controller’s Office is up to \$220,000 per year, plus an estimated \$238,000 in start-up and transition costs. Total budget is up to \$568,000.

Please note that the budget estimate above estimates transition and start-up costs incurred on behalf of the District and those estimates are subject to change. Those costs will be reimbursed to the Department, and include, but are not limited to: Rent or lease costs for office space, employee costs between January 1, 2020 until such time the employees can transition to the District, IT hardware/software set up costs, vendor contracts for District services, insurance, HR/Payroll services, CEO recruitment fees, County Counsel fees incurred prior to January 1, 2020, Real Property fees, etc.

EXHIBIT B

ENGINEERING AND RESOURCE PROTECTION SERVICES

The following is a description of engineering services provided by the Department of Public Works for the San Mateo County Flood and Sea Level Rise Resiliency District (District) on a time and materials basis. Activities listed below are anticipated for the continued maintenance and operations of the Flood Control District and Zone work but may not include all activities required or requested to maintain operations.

San Mateo County Flood Control District (SMCFCD) - General Work

Activities:

- Assist with preparation of Budgets (9 separate budget units)
- Assist with Budget Monitoring
- Assist with establishing Project Number Budgets
- Assist with the Municipal Regional Permit (MRP) Reporting for the Flood Control District
- Attend City/County Association of Governments (C/CAG) Stormwater Meetings as required and necessary for MRP Compliance and Reporting Purposes
- Attend or participate in Bay Area Integrated Regional Water Management Plan (BAIRWMP) activities and meetings as appropriate
- Perform work required or to support the Programmatic Maintenance Permit for the Zones
- Provide Comments on behalf of the SMCFCD on Environmental Documents for Projects within the Zones as necessary and appropriate
- Respond to illicit discharge reports within Zones if spill reaches maintained segment of creek
- Process Bay Area Flood Protection Agency Association (BAFPAA) Payment, Assist with monitoring or updates to the Memorandum of Agreement (MOA) between the SMCFCD and BAFPAA, and meeting participation
- Review Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) updates, Letter of Map Amendment/Conditional Letter of Map Amendment (LOMA/CLOMA), Letter of Map Revision/Conditional Letter of Map Revision (LOMR/CLOMR) for properties within zone boundaries as requested from County Planning & Building Department for properties in unincorporated areas
- Respond to data and information requests as appropriate
- Respond to inquiries (phone calls, emails, etc.) from property owners/public on FEMA FIRM designations, creek ownership, drainage issues

Colma Creek Flood Control Zone (CCFCZ)

Activities:

- Work in Compliance with and as required by Maintenance Permit for Colma Creek

- Perform plan review and provide comments on proposed projects, work may include review of hydraulic modeling results
- Construction observation and inspection of work in SMCFCO right-of-way (ROW)/easements and repair/replacement of flood control facilities
- Perform Quarterly Inspections with City of South San Francisco (SSF) and Town of Colma (Colma) and document identified items of work
- Inspections after major storm events
- Coordinate as necessary regarding homeless encampments
- Facilitate the Maintenance, Monitoring, Clean-up, and Planting at the five existing Mitigation Sites
- Facilitate required maintenance dredging as needed
- Coordinate maintenance to be performed within SSF and Colma
- Respond to illicit discharge reports within watershed that reach Colma Creek
- Prepare and present information to the Colma Creek Advisory Committee at their quarterly meetings
- Facilitate the Hydrologic and Hydraulic modeling of the watershed and creek when necessary
- Coordinate and facilitate Box Culvert Inspections and Recommendations for work
- Facilitate and manage the development of Plans, Specifications, and Contract Construction for Box Culvert Repair Work
- Manage the planning, design, environmental, permitting, and construction of capital improvement projects or emergency work
- Assist with Existing or Proposed Easements, SMCFCO owned property, and SMCFCO Lease Agreements
- Participate as necessary in legal proceedings/lawsuits
- Assist with Bond Payments for existing debt service
- Assist with reporting of annual tax revenue for bond financial reporting
- Assist in the development of documents supporting the appointment of Members to the Colma Creek Advisory Committee Members - City appointed and at-large (appointed by the Board of the SMCFCO)
- Evaluate existing and proposed Design Standard(s) for the Zone
- Perform work required in connection with the SSF Redevelopment Agency (RDA) Oversight Board and the CCFCZ representative
- Perform work in connection with the Colma Creek Long Term Maintenance Permit - California Department of Fish and Wildlife (CDFW) Notification
- Perform work in connection with Colma Creek Long Term Maintenance Permit - Post Construction Report
- Perform work in connection with the Colma Creek Mitigation Annual Report
- Coordinate and staff the Colma Creek Mitigation Site Trash Cleanup/Volunteer/Outreach Events (6 total events per year)
- Coordinate or participate in field meetings with various individuals to provide access to Creek for surveys, monitoring, sampling, etc.
- Perform work to support the following identified CCFCZ Projects such that construction can commence and be completed:

- Box Culvert Repair (El Camino to Mission) - Feasibility Done, proceed with preparation of plans, specifications, and estimates (PS&E)
- Produce Ave Wall Project - Feasibility Done, proceed with preparation of PS&E
- Culvert Repairs - HWY 101 to Utah Ave - 65% PS&E Completed
- Utah Ave to Navigable Slough Wall Project - 100% Draft PS&E completed, Environmental Permits not submitted

San Bruno Creek Flood Control Zone (SBCFCZ)

Activities:

- Perform plan reviews and provide comments for proposed projects
- Perform channel and tide gates inspections
- Facilitate Maintenance, Monitoring, and Repairs for the Pump Stations (Angus and Walnut Pump Stations)
- Ensure continued service to Pump Stations of Utilities (PG&E, Association of Bay Area Governments (ABAG) [Propane]) and Cellular service for Alarm
- Facilitate and coordinate Vegetation Management - Cupid Row Channel and pump station facilities
- Assist with work required pursuant to the Memorandum of Understanding (MOU) with San Francisco International Airport (SFIA) for West of Bayshore Property and San Francisco Garter Snake (SFGS) Recovery Action Plan
- Coordination with SFIA on work in Cupid Row and sediment removal at sediment trap
- Coordination with Caltrans as required for access or channel work
- Assist with the coordination and communication regarding property owner issues/complaints
- Facilitate work for Pump Station Replacement Projects - potential projects and funding dependent
- Facilitate or perform Pump Station Monitoring for MRP Compliance
- Coordination with City of San Bruno (San Bruno) and others on Projects within the Zone
- Assist with Hazard Mitigation Grant Program (HMGP) Grant Funding, if applicable
- Facilitate Hot Spot Clean up- per MRP compliance
- Coordinate as necessary regarding homeless encampments

San Francisquito Creek Flood Control Zone (SFCFCZ)

Activities:

- Attend Monthly San Francisquito Creek Joint Powers Authority (SFCJPA) Board Meetings
- Attend City Manager/Chief Executive Officer SFCJPA Member Meetings as scheduled or required
- Assist with preparation of the Board Report and Resolution for Annual Member Contribution, if necessary, and Process Payment
- Participate in Annual Maintenance Walk Organized by SFCJPA Staff
- Perform Maintenance as identified in Annual Maintenance Walk

- Provide comments related to development that may be impacted by the Resolution for permitting by SMCFCFCD for work in Creek or within specific limits of the Creek in connection with the Stanford Weekend Acres Zoning
- Review of SFCJPA sponsored documents (Environmental documents, PS&E)
- Review, comment, and facilitate execution of Agreements or Amendments to SFCJPA and Member Agency items
- Respond to data requests related to the Zone

Ravenswood Slough Flood Control Zone (RSFCZ) - An Inactive Zone

Activities:

- Work as needed or assigned

National Pollutant Discharge Elimination System (NPDES) Countywide and Pacifica Fees - Levied on the Property Tax Bill

Activities:

- Assist with the preparation of documents required for the SMCFCFCD Governing Board to Authorize Countywide NPDES Fees (annually)
- Assist with the preparation of documents required for the SMCFCFCD Governing Board Authorize Pacifica NPDES Fees (annually)
- Work associated with confirming accuracy of NPDES Fees from Controller's Office prior to being levied on the tax roll (annually)
- Coordination with C/CAG and their contractor for property owner status - tax exempt status particularly when properties change hands
- Respond to inquiries (phone calls, emails, etc.) from property owners on amount and purpose of NPDES fees

The District acknowledges that it is responsible for all work performed at the direction of or under the terms of this agreement including all costs, claims and future obligations.

If the District requests engineering services not outlined in this agreement, the County will consider all requests based on staff availability and expertise. Additional services must be agreed upon in writing by both parties.

Rate: Engineering services will be billed based on the standard hourly rate in place at the time of service. District understands that rates are adjusted a minimum of annually and agrees to pay the current standard hourly rate at the time of service which may differ from the below.

At time of execution of the agreement, standard hourly rates for engineering services are as follows*:

46130
D006 Deputy Director of Public Works \$ 199.09

46230
D058 Principal Civil Engineer \$ 215.95

D064 Senior Civil Engineer	\$ 197.25
D228 County Surveyor	\$ 191.93

48411

D058 Principal Civil Engineer	\$ 206.35
D064 Senior Civil Engineer	\$ 187.70
N018 Associate Engineer	\$ 145.93
N020 Associate Civil Engineer	\$ 157.85
J081 Resource Conservation Spec III	\$ 146.32
J083 Resource Conservation Spec II	\$ 135.52
N010 Public Works Tech I	\$ 111.15
N011 Public Works Tech II	\$ 125.21

*Additional classifications may apply and shall be billed at the current standard hourly rate at the time of service.

Term: January 1, 2020 to June 30, 2022, with an option to extend to June 30, 2023 upon mutual consent.

Budget: Total annual budget is up to \$2,202,000 per year, plus \$500,000 in one-time costs for emergency response, for a not-to-exceed amount of \$6,005,000. Included in this budget is \$500,000 as a minimum budget that is set-aside for possible emergency repairs and response work. The District shall adopt procedures that authorize timely emergency repairs and response.

Budget listed above includes staff time, materials, engineering contracts reimbursements, and other costs associated with the ongoing maintenance and operations of the zones.

EXHIBIT C

COMMUNICATION PLAN AND OUTREACH AND ENGAGEMENT SERVICES

The following is a description of communication and community outreach and engagement services provided by the Office of Sustainability for the San Mateo County Flood and Sea Level Rise Resiliency District (District) on a time and materials basis.

The goal of this proposed work is to provide community engagement outreach support to the San Mateo County Sea Level Rise and Flood Control District by the San Mateo County Office of Sustainability. The proposed work will build upon the stakeholder analysis and engagement efforts conducted through SeaChange and Climate Ready SMC. The Climate Ready SMC Collaborative is a broadly-based group of city, county, and state agencies and non-profit organizations focused on preparing the region for the impacts of climate change including flooding and sea level rise, extreme heat and wildfire. One of the Task Forces is focused on Flooding and Sea Level Rise. The work completed by the Collaborative, which will include fact sheets on adaptation strategies and hazards and strategic communications planning will feed into the engagement process and development of adaptation concepts being developed by the District.

Specific activities proposed to promote broad community engagement for the District and its goals include:

1. Materials development

Task 1 will include working with the District to develop community engagement materials. These will include press releases, presentations, fact sheets and brochures and talking points. The materials will be focused on the issue of flooding and sea level rise, including the science, current projections, and history of planning in the County. The types of adaptation strategies, both at the project and regional scale will be a component of the materials, including examples of what others are doing to adapt to flooding and sea level rise in the region. The materials will also include information on the goals and scope of the District. The materials will be translated and culturally appropriate to the communities being served.

2. Key messaging development

Task 2 will include development of key messaging for team members involved in the project to ensure consistency in communications by staff in community engagement events. This task will also include training facilitators involved in subregional workshops or other community engagement efforts.

3. Landscape analysis of priority audiences for outreach and engagement efforts (city staff, general public, elected officials, frontline communities, businesses, etc.)

Task 3 will build upon the stakeholder analysis conducted through SeaChange and Climate Ready SMC by conducting a landscape analysis of key influential businesses, community-based organizations, faith-based organizations, elected officials, agency staff, and others who are either affected by sea level rise and flooding and/or have the ability to reach those who are. The final landscape analysis should represent the broad geographic and social diversity of the County and provide the opportunity to reach a majority of the County if the stakeholder network were to be fully engaged.

4. Subregional workshops

Subregional workshops (e.g. OLU scale) will be held to inform the District's process for identifying, prioritizing, and selecting flood and sea level rise resiliency projects. The focus of the workshops will be to build understanding of the issues surrounding sea level rise and flooding using materials developed in Task 1. Participants will have the opportunity to engage in participatory mapping to ground truth the District's proposed approach. Participants will also have the opportunity to review and brainstorm adaptation concepts and provide input on multiple benefits that could be embedded into designs based on community needs and values. Taking a multi-benefit approach will provide the needed community support for implementation and to allow access to a broader range of funding opportunities. Where appropriate, real time translation and childcare can be provided. In addition, Office of Sustainability staff will be engaged in staffing workshops, as well as pre- and post- workshop development and evaluation of adaptation options to be presented as part of the engagement process.

5. Communications and engagement with Flood and Sea Level Rise Resilience District member agencies

Task 5 will include communications and engagements with Flood and Sea Level Rise Resilience District member agencies staff. Agency members will be engaged through individual and stakeholder meetings and other regular communications to keep them informed through the process.

6. Future community engagement coordination

The work completed through Tasks 1-4 will inform the Climate Ready SMC community engagement efforts. The Office of Sustainability will share lessons learned from this effort with the District as it pursues future Revenue Measure plans. In addition to the Collaborative, broader engagement opportunities may be pursued, and materials developed in Tasks 1-3 will be utilized and updated as needed. Based on our experience, events could be those that are already occurring (e.g. farmers markets, church and school events, etc.) and in places where people congregate. The work could provide space for smaller groups, such as focus groups for businesses and for farmworkers.

Rate: \$59.26/hour (Rates subject to annual update based on current labor rates approved by the Board of Supervisors.) Additional classifications may apply and shall be billed at the current standard, fully-loaded hourly rate at the time of service.

Term: January 1, 2020 to June 30, 2021, with an option to extend to June 30, 2022 upon mutual consent.

Budget: Total annual budget is up to \$92,000/year, for a not-to-exceed amount of \$230,000.

EXHIBIT D

PAYMENT TERMS

In consideration of the services provided by Contractor described in attached Exhibits A – C herein, and subject to the terms of the Agreement, the San Mateo County Flood and Sea Level Rise Resiliency District (District) shall pay Contractor based on the following fee schedule and terms:

Monthly invoices will be submitted to the District for engineering, administrative and/or fiscal services provided as described in attached Exhibits A – D on a time and materials basis, and/or for the reimbursement of transition costs, start-up costs and fees, or pass-through costs for services provided or paid for on behalf of the District as described in Exhibit A - C.

Invoices shall be submitted to the District by the County Department or Office providing that service on a monthly basis and include an itemized statement that describes the work performed during the period and summarizing progress on major work tasks, the County department performing the work, date (or dates) of service, complete scope of work, specific work completed, location of work, and breakdown of hours and costs. Payment shall be made by District within thirty (30) days of receipt of the invoice. In instances where a dispute arises regarding a billing, the District agrees to pay the full amount of the invoice. The District and the Department of Public Works and/or the Office of Sustainability agree to enter into mediation if the billing dispute cannot be resolved within 30 days from the date of service. Total payment to Contractor shall not exceed the budgets set forth in attached Exhibits A - D, for a total not-to-exceed amount of \$6,803,000.

Authorization of Emergency Work – Contractor and District agree to work together to expedite the approval for and the payment of emergency work performed under Exhibits A - C. Both parties will work collaboratively to determine a minimum budget amount for possible emergency repairs as recommended by the Department of Public Works and approved by the District Board. The District shall adopt procedures that allow the District CEO to authorize timely emergency repairs.

Additional services outside of those described in attached Exhibits A – C must be authorized by the District’s and County departments’ authorized representative(s) in writing prior to commencing work.

Invoices shall be remitted to:

San Mateo County Flood and Sea Level Rise Resiliency District
Chief Executive Officer
1700 S. El Camino Real, Suite 502
San Mateo, CA 94402

Contractor acknowledges that any sub-contractor listed on a bid proposal and/or assigned to perform public works project work under the terms of this Agreement shall be registered as a Public Works Contractor on the www.dir.ca.gov website pursuant to Labor Code Section 1725.5 and that all such projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.