

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
ECOLOGY AND ENVIRONMENT, INC.**

This Agreement is entered into this 2nd day of October, 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Ecology and Environment, Inc., 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 providing consulting services to establish and facilitate a Countywide Climate Collaborative, provide community engagement on climate adaptation, conduct a climate vulnerability assessment, prepare sea level rise and climate change preparedness and adaptation guidance resources, and assist with resiliency planning.

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
- Attachment H—HIPAA Business Associate Requirements
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

2. 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.

3. 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 the quantity or quality of the work performed is not in conformity with the requirements set forth in this agreement or does not meet at least the level of care and skill ordinarily exercised by members of Consultant's profession practicing contemporaneously under similar conditions in the locality of the Project. In no event shall County's total fiscal obligation under this Agreement exceed \$904,322 (NINE HUNDRED FOUR THOUSAND THREE HUNDRED AND TWENTY-TWO DOLLARS). 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.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 2, 2018, through June 30, 2020.

5. Termination

This Agreement may be terminated by Contractor or by the Director of the Office of Sustainability or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. The Parties understand and agree that the Contract may be terminated for convenience in the event funding becomes unavailable; provided that, County provides Contractor with prior written stop work notice.

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 business 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. Notwithstanding the foregoing, County shall compensate Contractor in accordance with Exhibit B for all services satisfactorily performed prior to termination.

6. 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.

7. 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.

8. 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, to the extent such claims, suits, or actions result from the negligent

performance of any work or services required of Contractor under this Agreement, or are 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, to the extent resulting from Contractor's negligence;

(B) damage to any property of any kind whatsoever and to whomsoever belonging, to the extent resulting from Contractor's negligence;

(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

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 liable by reason of its own negligence or willful misconduct.

Only with respect to 8(a)(A) and (B) above, 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.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor certifies that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) to the extent arising out of any claim by a third party that the services provided by Contractor under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right

to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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.

9. 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.

10. 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 cancellation 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
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on Contractor's Comprehensive General Liability and Motor Vehicle Liability policies, 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.

11. 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, and regulations, 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. 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 or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

12. 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 report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

To effectuate the provisions of this Section, the County Manager 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 shall require that 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.

13. 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 if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. 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.

15. 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.

16. 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.

17. 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: Jim Eggemeyer, Director, Office of Sustainability
Address: County of San Mateo, 455 County Center, 4th
Telephone: Redwood City, CA 94063
Facsimile: 650-363-4189
Email: jeggemeyer@smcgov.org

In the case of Contractor, to:

Name/Title: Timothy J. Grady, President
Address: 368 Pleasant View Drive, Lancaster, NY 14086
Telephone: 716-684-8060
Facsimile: 716-684-0844
Email: TGrady@ene.com

WITH A COPY TO: Contracts@ene.com

18. 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: [ECOLOGY AND ENVIRONMENT, INC]


Contractor Signature

9/25/18
Date

Timothy J. Grady
Contractor Name (please print)

COUNTY OF SAN MATEO

By: 
President, Board of Supervisors, San Mateo County

Resolution No. 076195

Date: October 2, 2018

ATTEST: 

By:
Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Ecology and Environment, Inc. (E & E or Contractor) shall provide the following services:

Contractor will implement the **Climate Vulnerability and Adaptation Guidance Project** (Project) to establish and facilitate a Countywide Climate Collaborative, provide community engagement on climate adaptation, conduct a climate vulnerability assessment, prepare sea level rise and climate change preparedness and adaptation guidance resources, and assist with resiliency planning. The Project will assist San Mateo County (County) and cities in the County better understand climate-related vulnerabilities, advance climate change adaptation planning, and mainstream adaptation measures for local plans, policies, operations and projects. This Project will enable the County to continue sea level rise adaptation planning and coordination efforts through the Sea Change SMC Initiative and expand the County's adaptation planning efforts to address, evaluate, and prepare for other climate change impacts, such as heat, wildfire, and precipitation. The Project will also help build the capacity of community members to participate in community planning and work with them to develop neighborhood or community specific adaptation visions or concepts for increasing community resilience in three (3) local communities through a Community Adaptation Planning Pilot Project.

The Project includes five key components that the contractor will be responsible for implementing:

- Task 1: Establish and facilitate a Countywide Climate Collaborative;
- Task 2: Provide community engagement on climate adaptation;
- Task 3: Develop a sea level rise adaptation planning toolkit;
- Task 4: Conduct a climate vulnerability assessment for heat, wildfire, and precipitation in San Mateo County, and assist with community and transportation resiliency planning; and
- Task 5: Provide ongoing project management, reporting, and invoicing.

The following sub-contractors are part of the Contractor team, to be managed and lead by Ecology and Environment, Inc.: DKS Associates (DKS), GEI Consultants (GEI), Dr. Leroy Westerling at University of California, Merced, Urban Permaculture Institute (UPI) and Bang the Table.

Task 1 Countywide Climate Collaborative

Contractor will help establish, facilitate, and coordinate a Countywide Climate Collaborative (Collaborative) that will provide a mechanism for partners from local, state and federal agencies; transit agencies; special districts; businesses; environmental and community groups; and other local stakeholder groups to:

- Coordinate and work together on climate adaptation projects and funding opportunities for mutual benefit, including the Climate Vulnerability Analysis and Adaptation Guidance Project (Project);
- Foster coordination and partnerships;
- Provide a forum for information sharing, best practices, learning and networking;
- Help develop resources to empower action by local leaders and agencies; and
- Build capacity, expertise and leadership.

Contractor will perform a variety of tasks to support establishing and fostering the Collaborative with the objective that it will serve the 21-month project term, but also emerge as an organized, trusted, and cohesive social network that thrives on connectedness and a sense of togetherness to achieve tangible climate adaptation goals in the County.

Stage 1: Collaborative Design

1. Assess stakeholder readiness and map community assets.
 - Consult and advise on best practices and methodology for County staff to undertake a stakeholder readiness assessment to help assess traditionally underserved community-government relationship(s)/dynamics to ensure Collaborative purpose, vision, governance structure and practices reflect the needs and interests of stakeholders from traditionally underserved communities.
2. Provide Climate Collaborative Steering Committee (Steering Committee) support.
 - Work with the County project team to establish a Steering Committee and assist recruiting steering committee and collaborative members, as needed. The Steering Committee will serve as the primary venue for guiding Collaborative activities, vetting Project strategy and deliverables, and facilitating interaction with the broader Collaborative membership.
 - Provide guidance on establishing a Steering Committee with a focus on being inclusive from the start, increasing stakeholder buy-in, building on existing community tools and knowledge, and empowering the leadership of traditionally underserved communities within a diverse group of leaders.
 - Identify key leaders that need to be invited to join the Steering Committee and resources (i.e. stipends) needed by lead partners to engage as part of Steering Committee and/or Collaborative. To the extent possible, all attempts shall be made to ensure that at least half of steering committee members are from local socially vulnerable populations most impacted by climate change impacts. UPI shall lead to develop necessary agreement forms to establish service expectations with community leaders to access resources to support participation in Steering Committee and/or Collaborative meetings and assist with additional outreach activities as identified and a mechanism to disburse funds.
 - Help establish a Steering Committee leadership, organizational, and meeting structure for the Project in a manner that will further the goal of establishing a self-sustaining network that continues beyond the project timeline. The Contractor will provide meeting support to County staff, develop meeting agenda(s) and meeting summaries and perform follow up as identified. UPI will provide facilitation support at up to five steering committee meetings focused on capacity building activities re: equity, climate, resilience, permaculture/green infrastructure, and decision making.
3. Work with the Steering Committee to build upon the Collaborative structure proposed by the County to develop and refine governance documents, including membership criteria, Collaborative/Steering Committee/Working Group structure and roles and responsibilities, decision-making structure, purpose and goals, communication protocol(s), and a 2019-2020 work plan for review, refinement, and adoption by the Collaborative during the development stage.
4. Help establish and identify an appropriate meeting schedule for the City/County Working Group and other working groups (such as an Equity Advisory Group) as identified by the Collaborative/Steering Committee members. Also, work with the County to establish a mechanism to assess stakeholder needs, get timely input and vet draft documents, tools and policies with the working groups before presenting to Collaborative.
5. Dedicated Collaborative webpage on Project website or SeaChange SMC website and Branding/Logo materials for Collaborative. .
6. Develop a Meeting Evaluation Plan and surveys for gathering, evaluating, and responding to stakeholder feedback. Administer surveys on an as needed basis at Collaborative and committee meetings to gather feedback on.
7. Advise the County to establish a database management system to maintain a comprehensive list of key stakeholders —both organizations and individuals—to invite to become and engage as Collaborative members.

Stage 2: Collaborative Facilitation

During this stage, Contractor will work closely with the Collaborative, with focused involvement from the Steering Committee and Working Groups, to review, discuss, and refine the County's approach to planning for climate change. In addition, Contractor will co-design and provide facilitation support for four (4) County wide collaborative meetings focused on kickoff and governance review, vulnerability and risk,

adaptation strategies, and final plan and Collaborative transition. The schedule for the four Collaborative meetings will be determined in consultation with the County and Steering Committee.

1. *Event #1: Collaborative Kickoff and Governance Review.* Key Contractor actions will include:
 - Launch the Collaborative through a Collaborative Kickoff Workshop.
 - Introduce participants to the Project scope and timeline, project schedule and ways for members to engage in the Project.
 - Facilitate group introductions and network building that promote one-on-one interactions between Collaborative members to identify shared goals. Additionally, network building exercises will be conducted among traditional underserved community leaders and other stakeholders at the kickoff or the next Collaborative meeting to establish trust and open dialogue.
 - Conduct a vision and goals exercise to further refine the vision and goals developed through the Steering Committee, help align collective vision of the Collaborative to be rooted in all stakeholder perspectives and ensure the final framework successfully integrates principles of climate justice and equity into local government decisions, plans, and investments.
 - Drawing from Steering Committee and Collaborative output, develop format for final mission, purpose and objectives so as to be easily shared through the online portal or dedicated Collaborative webpage.
 - Review draft governance documents and community engagement strategy to establish a concept of project goals, Collaborative role, level of effort required, and concrete mechanisms for participation by members.
 - Facilitate a hands-on introduction to the online Collaborative portal which will enable members to help form their online social network by building familiarity with the tool alongside their peers to foster ongoing portal utilization.

 2. *Event #2: Vulnerability and Risk Assessment Review.* Key Contractor actions will include:
 - Solicit feedback from Collaborative participants on project activities so far and how the Collaborative function and community engagement can be refined and improved.
 - Facilitate a review of and solicit feedback on draft vulnerability assessment analysis deliverables. Participants will be asked to discuss and validate impacts and address data needs.
 - As an introduction to the development of adaptation strategies, tools, and templates, conduct initial adaptation strategies discussion and review a menu of adaptation strategies to reduce the County's vulnerability to climate hazards.
 - Introduce participants to the concept and elements of a Climate Resilience Framework.
 - Conduct a needs assessment workshop for online visualization of climate hazards i.e. web-based tool.
 - If needed, discuss criteria for identification and selection of local pilot projects. Participants will be provided with a review of the criteria for selecting pilot projects and a discussion of what projects were selected by the Steering Committee.
 - Lead, as needed, a working session or training at the second or subsequent Collaborative meetings to orient stakeholders to a whole system solutions learning approach (permaculture principles) and develop shared vocabulary re: equity, resilience, adaptation, etc.

 3. *Event #3. Developing Adaptation Strategies.* Key Contractor actions will include:
 - Facilitate further reflection on project activities to date and provide feedback on how Collaborative function and community engagement can be refined and improved.
 - Present the Draft Climate Resilience Framework, including menu of adaptation options and policy and planning guidance and templates and a hands-on workshop to review and refine tools to advance climate resilience.
 - Provide an update on pilot project activities, including updates from representatives from participating pilot project communities (Task 4c) on pilot project activities and facilitate an opportunity to leverage Collaborative members to provide insights and feedback.
 - Solicit feedback on the Collaborative 2019-2020 Work Plan, including supporting and building capacity of traditionally underrepresented stakeholders to inform the Work Plan development.
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4. *Event #4. Collaborative Transition.* A final facilitated Collaborative session will be used for Collaborative leadership to share lessons learned, successful ideas and processes, creative approaches, and cross-topic needs between subgroups to forge a path forward that fosters information and resource sharing across the Collaborative as a whole. Key Contractor actions will include:
- Present final project deliverables, with a focus on celebrating community work and concrete next steps for future action through the Work Plan.
 - Conduct a project after action review where participants will go through an exercise to review project outcomes against Collaborative goals and vision to guide the Collaborative in future action i.e. What went well? What could be improved? How can we broaden engagement?

Stage 3: Collaborative Management and Maintenance

During this stage, Contractor’s primary role will be to serve as a technical advisor and facilitate ongoing activities of the Collaborative through material development, Collaborative documentation, and communication management through the Collaborative portal and dedicated Collaborative webpage. Collaborative administrative support will include:

- Provide meeting material support, including development of agendas and meeting summaries.
- Develop mechanisms for gathering, evaluating, and responding to stakeholder feedback through surveys.
- Coordinate between Collaborative, Steering Committee and Working Groups
- Provide ongoing hosting and maintenance of shared Collaborative online portal (i.e., SharePoint)

Action/Activity	Deliverables	Timeline
1.1 Conduct a Stakeholder Readiness Assessment Consultation.	<ol style="list-style-type: none"> 1. Best Practices and Assessment Methodology document/write-up 2. Draft and final stakeholder readiness assessment and asset map 	By January 2019
1.2 Establish a Collaborative Steering Committee and provide meeting facilitation support and capacity building.	<ol style="list-style-type: none"> 1. Content/outreach materials to recruit Steering Committee members, 2. Meeting schedules and facilitation agendas 3. Steering Committee Meeting Summaries 	By November 2018
1.3 Work with the Steering Committee and Collaborative to develop the overall mission and purpose and objectives.	<ol style="list-style-type: none"> 1. Final Mission, purpose and objectives in a format that can be easily shared through the online portal or dedicated Collaborative webpage 	By April 2019
1.4 Establish and support City/County working group meetings, conduct needs assessment and establish product feedback mechanisms.	<ol style="list-style-type: none"> 1. Working group meeting schedule 2. City/County Working Group Feedback Strategy 	Ongoing
1.5 Establish a documented governance and organizational structure, membership criteria for the Climate Collaborative in collaboration with SMC and the Steering Committee.	<ol style="list-style-type: none"> 1. Draft and final Collaborative organization and governance structure document in a format that can be easily shared through the online portal or dedicated Collaborative webpage. 	By April 2019

Action/Activity	Deliverables	Timeline
1.6 Develop a 2019-2020 Work Plan for the Collaborative.	1. Draft and final Collaborative Work Plan in a sharable format	Draft by December 2018 Final by January 2019
1.7 Design, develop, and launch the online Collaborative portal	1. SharePoint collaborative space	SharePoint online in October 2018 and available for Project duration
1.8 Co-design and provide facilitation support for four (4) countywide Collaborative meetings	1. Meeting materials including agendas, presentations, meeting summaries and facilitation agenda and facilitation support.	Event 1: December 2018 Event 2: March/April 2019 Event 3: July/August 2019 Event 4: January/February 2020
1.9 Provide ongoing management and maintenance support for the Climate Collaborative.	1. Dedicated Collaborative webpage on Project website or SeaChange SMC 2. Work plan, Governance and other materials produced through the Collaborative to post on Collaborative Online Portal 3. Outreach material(s) (print and online) and content for public facing Collaborative webpage 4. Branding/Logo materials for Collaborative 5. Meeting Evaluation Plan, surveys for gathering, evaluating, and responding to stakeholder feedback.	As needed throughout Project duration

Task 1 Assumptions

1. Contractor will provide meeting support for Steering Committee and Working groups, including assistance in developing agendas, meeting summaries and presentations.
2. Contractor will provide two (2) facilitation staff per Collaborative workshop. County will provide support staff to aid in meeting facilitation if needed.

3. County will assist in coordination of Collaborative workshop venue and logistics support including refreshments, A/V support, and interpreter/translation support.
4. Technical team members will participate as resources allow.
5. All deliverables to be presented in a format that can be easily shared through the online Collaborative portal or dedicated Collaborative webpage.

Task 2 Community Engagement

Contractor will provide guidance to the County on identifying a range of community engagement solutions that can be deployed to best engage, inform, and empower the community throughout the Project. This will involve a range of general or overarching community engagement strategies for County staff to implement including: 1) geo-specific community engagement, focused on strategies around communicating climate impacts, such as sea level rise or wildfire, where direct impacts are likely to be felt in limited geographies; and 2) equity-focused engagement for reaching vulnerable, disadvantaged, and transit-dependent communities.

Community Engagement Strategy

To inform development of the entire strategy, Contractor will support UPI's work with County staff to identify a menu of community engagement strategies and activities and an implementation plan in partnership with traditionally underrepresented stakeholders/leaders within the Steering Committee and Collaborative. The primary outcome of this process will be a Community Engagement Strategy that includes the following:

- Project overview
 - Key messages
 - Guiding principles for community outreach
 - Roles and responsibilities
 - Key Engagement strategies for County staff to undertake
 - Recommended Engagement timeline
1. A draft strategy will be submitted to the County and key partners for two rounds of review and comment before developing a revised working Final Community Engagement Strategy. The strategy will be designed to be a living document, and will be regularly revisited throughout the project to make sure all voices are heard.
 2. Contractor will also work with Steering Committee and Collaborative members to identify key partners, confirm mechanisms for engagement, and establish roles and responsibilities for the transfer of information to and from the community. To move forward a shared vision, purpose, and goals that engages socially vulnerable communities most impacted by climate change impacts, community leaders and/or community members may be engaged and offered stipends to undertake targeted outreach to disadvantaged communities.

Web-Based Engagement Support

Additional elements of the Community Engagement Strategy will include the following web-based elements:

1. *Public Website*. Contractor will expand the existing www.seachangesmc.com website to include this project. It will function as our main platform for public-facing deliverables.
2. *Bang the Table®*. Contractor will make this commercially available software tool available to the County to expand the project's outreach Countywide. Bang the Table's Engagement HQ Platform, will offer a wide variety of engagement tools including:
 - Surveys: voice your opinion
 - Polls: quickly engagement and receive instant feedback

- Questions: ask the project team a question
- Guestbook: leave a comment
- Stories: tell or hear a story to better understand and relate to the project
- Places: drop a “pin” on a map, add photos, and fill in a quick survey
- Ideas: help the project team brainstorm and show your priorities
- Forum: converse with others in a safe and interactive environment

The Contractor will set up Bang the Table’s Engagement HQ platform as the foundation for the community to access project information and webpages. This online platform will:

- Serve as the central resource for all external facing communications related to the Project: The Project site, which will be integrated into the overall www.seachangesmc.com website, will be optimized both for listening to, as well as informing the community. The site will be developed to provide information relevant to specific audiences, including the Collaborative.
 - Gather public input over a broad spectrum of engagement tools: The engagement tools, including Surveys, Questions, Guestbook, Polls, Places, Ideas, Forums, and Stories, will be utilized to maximize participation, including opportunities for people to talk with each other in long-form, as well as provide raw data for quantitative analysis.
 - Provide powerful analytics and reporting on how the community is engaging: Working as a team with the County, the Contractor will develop engagement goals and key performance indicators that ensure effective outreach and perform ongoing analysis of the metrics to measure and document the extent of online engagement into highly visual and interactive reports.
 - Build community with the Participant Relationship Management system: Use the Participant Relationship Management system to continue the momentum that was generated during in-person engagement through targeted, timed, and meaningful project updates through the use of custom registration questions and tagging within the back-end of the website.
- Project Brief.* Contractor will develop a two-page handout that provides a project overview of purpose, key messages, and a visual timeline, focusing on helping community members get involved.
 - Social media content.* Within the guidelines of the County’s social media policy, Contractor will assist in development of monthly social media posts for Facebook and Twitter related to the project, designed to pique community interest, celebrate milestones, and provide information related to upcoming tasks.
 - Community surveys.* Contractor will design a series of short surveys to deploy online through Bang the Table® (or other available tools such as SurveyMonkey) over the course of the project to gather input from community members at key project milestones. The timing and number of surveys will be determined in consultation with County staff. In person surveys will be delivered or deployed by County staff alongside other key communications to minimize over-communication, or to collect additional responses.

Action/Activity	Deliverables	Timeline
2.1 Develop Community Engagement Strategy and implementation plan in partnership with traditionally underrepresented stakeholders/leaders	1. Draft and Final Community Engagement Strategy	Draft by November 2018 Final by January 2019

Action/Activity	Deliverables	Timeline
2.2 Design, develop, and launch an online collaboration portal using the Bang the Table HQ engagement platform.	1 Online Engagement platform available for 32 months	Online by October 2018
1.1 Provide ongoing support, content for Bang the Table Platform and analytics to support Countywide engagement through project duration.	1. Content to provide project updates and to gather public input 2. Analytics and reports on community engagement	Platform available to County for 32 months
1.2 Develop Project Brief	1. Two-page project brief handout	By Dec 2018
1.3 Assist in development of monthly social media posts for Facebook and Twitter	1. Ongoing content for monthly social media posts	Monthly
1.4 Design a series of short community surveys to gather input from community members at key project milestones.	1. Community surveys	As Needed

Task 2 Assumptions

1. The primary role of the consultant team will be strategy development and hosting and maintenance of the web-based community engagement platform. The County will be primarily responsible for implementing actions outlined in the Engagement Strategy.
2. Two (2) rounds of review by County on total Engagement Strategy.
3. Translation of deliverables, including the project website, are not included.
4. Contractor maintenance of the Bang the Table platform will be for the project duration. The tool will be available for an additional 12 months where maintenance will be the responsibility of the County.
5. 24/7 human moderation and automatic profanity filters are limited to pages powered by Bang the Table Engagement HQ.

Task 3 Sea Level Rise Adaptation Planning Toolkit

Contractor will integrate a standard sea level rise preparedness framework, policy and planning templates, and a menu of adaptation options and implementation guidance into an easy-to-navigate online Sea Level Rise Adaptation Planning Toolkit for use by the County and cities. The Toolkit will include the following:

- Task 3.A: Framework for Local Action on Sea Level Rise Preparedness
- Task 3.B: Menu of Adaptation Options and Implementation Guidance
- Task 3.C: Policy and Planning Templates

Task 3A: Framework for Local Action on Sea Level Rise Preparedness

The Framework will be developed via incorporation of the countywide vision related to sea level rise preparedness; input from the community, City/County working group and Collaborative members received throughout Tasks 1 and 2; multiple sea level rise and erosion scenarios; a variety of planning timeframes, planning scales, and risk tolerances related to project types; County site specific conditions; and evaluative criteria to guide decision making. The Contractor will:

1. Develop vision and guiding principles for the Framework through stakeholder engagement via the Collaborative.

2. Include adaptation planning process and cycle, from initial assessments through all project phases to long term reassessments.
3. Research relevant and available materials on climate justice and equity, and integrate key points from these documents with input and feedback from leaders and members from traditionally represented communities on the Steering Committee and Collaborative to create a locally tailored equity primer. The document will help agencies ensure their decisions, plans, and investments can benefit disadvantaged communities by making them more resilient in the face of climate impacts.
4. Assemble existing sea level rise and erosion projections for the region under several planning timescale horizons and rates of sea level rise.
5. Evaluate readily available data on shoreline erosion rates in the region and general discussion of how possible shoreline changes may impact the effectiveness of adaptation strategies.
6. Identify typical life spans for eight types of adaptation project types/structures identified through the stakeholder engagement process and describe risk elements for consideration when deciding whether to proceed with implementation. This will also include thresholds and triggers to consider, a discussion of building adaptive capacity into a project, qualitative cost assessments, and tradeoffs to consider in adaptation planning
7. Identify ranges of appropriate spatial scales for Planning Units or sub-areas that will use the Framework through review of existing sea level rise planning-related activities in the County (for both Bayside and Coast side) and evaluation of which areas share vulnerabilities, and that also indicate possible spatial overlap of adaptation actions that may be considered (e.g., with possible construction of hardened shoreline structures). It will differentiate between types of adaptation measures appropriate at various scales: asset, neighborhood, city, and region, and will build upon the Operational Landscape Units strategies currently being identified through collaborative project between the County and the Natural Capital Project at Stanford and the San Francisco Estuary Institute.
8. Identify other conditions specific to San Mateo County that could inform the Framework, including cultural, ecological, biological, and physical conditions.

Task 3B: Menu of Adaptation Options and Implementation Guidance

The Contractor will compile a representative menu of structural and non-structural adaptation tools in an Online Adaptation Library, searchable by governments, asset-owners, or citizens to understand and minimize risks from sea level rise. This work will include:

1. Develop a web-based Adaptation Library searchable by strategy type (physical, governance, technology) scale, geography, and keywords. Each entry will include a brief description of the strategy, written to be clear to a non-technical audience with illustrations where appropriate. Entries will represent a range of strategy scales and types, from proven flood protection to innovative new concepts. The Library landing page will include a link to and information on the Framework developed in Task 3.A.
2. Conduct a review of the CoSMoS results to be released later in 2018 and consider how they might influence potential effectiveness of candidate adaptation actions identified for each planning unit.
3. Provide general discussion of how possible shoreline changes may impact the effectiveness of adaptation strategies.
4. Characterize magnitude of costs for adaptation strategies, to assist with capital investment planning.
5. Include analysis summary of the current state of existing plans across local jurisdictions in San Mateo County and lay out a recommended timeline and implementation road map to integrate sea level rise guidance into plans, policies and operations.

Task 3C: Policy and Planning Templates

The Contractor will develop Policy and Planning Guidance Templates in close coordination with the Collaborative Workgroup members. Templates will be tailored to the local conditions in the County to the extent possible, consider risk assessments and adaptation strategies, and incorporate best practices and best available science. The templates will be designed to assist the County and cities within the County in

updating plans and policies to reduce risks from sea level rise and other climate change impacts, and meet requirements of state laws such as SB 379 on climate adaptation and resiliency.

The templates will be coordinated to the extent possible with policy recommendations for stormwater, groundwater, flood resilience, and other related ongoing efforts such as the County’s Green Infrastructure Plan Project and the City and County Association of Government’s Sustainable Street Plan Project.

Templates will include:

1. *General Plans, Specific Plans, or Local Coastal Program Templates.* Develop guidance and model language on relevant and appropriate sea level rise adaptation planning goals, policies, and potential implementation measures for local governments to integrate into the Safety and other relevant Elements of the General Plan, Specific Plans or Local Coastal Programs, such as Transportation, Housing, Environment, etc.
2. *Local Hazard Mitigation Plan Updates.* Develop additional recommendations and model language for local jurisdictions to identify and integrate sea level rise trends into future hazard and risk identification, and recommendations for integration of future risk assessments into land use and economic development planning and practices.
3. *Climate Adaptation Plan Template.* Develop templates for the County and local jurisdictions to integrate sea level rise adaptation strategies into existing Climate Action Plans through the existing RICAPS Initiative (Regional Integrated Climate Action Planning Suite). The templates will also identify a range of co-benefits to consider when assessing adaptation strategies (i.e. help reduce greenhouse emissions and improve infrastructure or community resilience to sea level rise impacts).
4. *Capital Planning Guidance Template.* Develop guidance for local jurisdictions to incorporate projected sea level rise and erosion data into the design of capital and development projects and integrate resiliency measures into capital projects to make infrastructure and facilities better prepared to withstand or recover from climate change impacts and future disaster events.
5. *Land Use Regulation Templates:* Develop templates that include model site and building design standards, and floodplain development regulations. Zoning classifications and code languages will be developed for a sub-set of land use tools most applicable to local jurisdictions in San Mateo County both along the Coast and Bayshore.

Action/Activity	Deliverables	Timeline
3.1 Through stakeholder and community engagement develop different elements of the Framework for Local Action on sea level rise preparedness	<ol style="list-style-type: none"> 1. Community vision and guiding principles for climate preparedness 2. Summary of sea level rise and erosion projections 3. Equity Primer 4. Draft and final menu of adaptation strategies 	<p>Draft by June 2019</p> <p>Final by December 2019</p>
3.2 Compile the outcomes of Task 3 into a Framework for Local Action on Sea Level Rise Preparedness	<ol style="list-style-type: none"> 5. Draft and Final Framework for Local Action on Sea Level Rise 	All final deliverables submitted by June 2020
3.3 Create searchable online adaptation library with description of each strategy including thresholds and triggers, discussion of building adaptive capacity into a project, and cost estimates/tradeoffs to consider during planning. Integrate online adaptation library with Climate Impacts Map viewer to be developed through Task 4.A	<ol style="list-style-type: none"> 1. Online, searchable database of climate adaptation strategies 	<p>Draft by June 2019</p> <p>Final by December 2019</p>

Action/Activity	Deliverables	Timeline
3.4 Work with the City and County working group to prepare policy and planning guidance templates tailored to local conditions in SMC	May include templates for: <ol style="list-style-type: none"> 1. General Plans, Specific Plans, or Local Coastal Program 2. Local Hazard Mitigation Plan 3. Climate Adaptation Plan Template 4. Land Use Regulation Template 5. Capital Planning Guidance Template 	Draft by June 2019 Final by December 2019
3.5 Analysis of the current state of existing plans across local jurisdictions in San Mateo County to recommend a timeline and implementation road map	<ol style="list-style-type: none"> 1. A Local Jurisdiction Policy Implementation Road Map 	Draft by June 2019 Final by December 2019
3.6 Compile outcomes of Task 3 into an Online Sea Level Rise Adaptation Planning Toolkit	<ol style="list-style-type: none"> 1. Online Sea Level Rise Adaptation Planning Toolkit, inclusive of Local Action Framework, Searchable Menu of Adaptation Options Guidance and Templates and Local Jurisdiction Policy Implementation Road Map 	Needs Assessment in March/April 2019 Beta in August/September 2019 Final by December 2019

Task 3 Assumptions

1. Review of regional sea level rise documents will be limited to publicly available documents or those provided by the County or County Climate Collaborative workgroup members.
2. The ongoing NatCap/SFEI project will be available by December 2018.
3. Hydrologic modeling is not required under this task
4. Up to 30 Adaptation Strategies will be included in the searchable menu of adaptation options
5. One in-person meeting, concurrent with a County Climate Collaborative meeting or City/County working group meetings, plus additional attendance at meetings via phone calls and email will be necessary for coordination with stakeholders. The County will lead on getting feedback from the City/County Working Group. The Contractor will provide help with agenda setting and provide draft products and documents to the County for upcoming City/County Working group meetings, already identified in the Working Group meeting schedule (Task 1).
6. Templates are anticipated to be approximately 3-4 pages in length, annotated outlines which include scientific background information on specific climate impacts for San Mateo County, high-level policy verbiage, implementation measures, graphical placeholders with descriptions of potential graphics to be included. Some templates may need to be longer. This will be determined in discussion with workgroup members and County staff. A template for the County, as well as a single template tailored to local governments will be developed.
7. The web-based adaptation library will be developed in conjunction with the climate hazard visualization tool described in Task 4.

Task 4: Climate Vulnerability Analysis and Resilience Planning

This task addresses County requirements for the Caltrans SB1 Caltrans Adaptation Planning Grant. Key phases include the following:

- A. Climate Change, Transportation, and Community Vulnerability Analysis
- B. Climate Vulnerability and Transportation Resilience Planning
- C. Community Adaptation Planning Pilot Project

Task 4A: Climate Change Vulnerability Analysis

Contractor will perform an analysis that will help the County develop a clear picture of local vulnerability to climate impacts; their potential toll on transportation systems within the County; and how that combination may cascade to impact disadvantaged and transit-dependent populations, public health, emergency response, and Countywide mobility.

Task 4A.1: Climate Change Hazards Summary

Contractor will develop an executive summary capturing key considerations and results from subtasks 4A.2 through 4A.6 to be included with the summary report/factsheets for Task 4A. This summary will consist of a web-based textual overview of findings, supplemented with graphics and summary tables, as well as links to online visualization tools maps for the analyzed climate variables produced in subtasks 4A.2 through 4A.6. In order to increase the readability, summary will be limited to 2500 words.

Task 4A.2: Vulnerability to Temperature and Heat

Contractor will:

1. Analyze temperature data retrieved from Cal-Adapt to develop maps for projected temperature changes at mid-century and end-of-century. For quantifying the direct impact of projected changes in temperature on the transportation network, Contractor will derive transportation-related variables. Number of High Temperature Days, Heat Degree Days, and Temperature Values will be used in regulating operational conditions such as maximum train speeds on Caltrain and BART systems.
2. Present variables and changes in tables informing high-level impact of projected temperature changes in the two scenarios on the transportation network used in the transportation modeling subtask.
3. Conduct a threshold-based evaluation of each grid cell of the projected temperature data. The data layer assessing the change in high heat days will be overlaid with transportation infrastructure. Spatial analysis will be conducted to identify communities with higher vulnerability to transportation problems and train service interruptions due to high heat days.
4. Evaluate heat islands in areas with low tree canopy countywide, particularly in disadvantaged communities. For this, Contractor will merge together disadvantaged and low-income community datasets developed by California Air Resources Board (CARB) for the purpose of climate investments and overlay with additional factors like building heights. Also CalEPA's data layer of existing heat islands and USDA's CalVeg tree canopy dataset or County's LIDAR data will be used to provide insight into which communities might benefit from increased tree canopy.
5. Overlay temperature and heat data layers with critical transportation infrastructure maps to identify potential pieces of infrastructure vulnerable to failure (complete shutdown) or partial failure resulting in significant reductions in capacity. This analysis will need to be refined in conversation with transportation managers.
6. Using the C/CAG-VTA model, run up to two scenarios based on the highest priority failures based on temperature and heat to determine resulting changes to travel patterns and which Congestion Management Program segments and intersections are impacted. Before commencing work on this

analysis, consult with transportation managers to ensure the right set of priority failures and scenarios are being chosen.

Task 4A.3: Vulnerability to Wildfire

Contractor will:

1. Develop maps that summarize changing wildfire risks in the County for a range of climate scenarios.
2. Augment future risk maps with curated representative scenarios of extreme fire seasons for San Mateo County selected from our library of monthly simulated fires. For this, Contractor will consult with San Mateo County transportation and fire management and planning staff, and collaborate internally with GIS staff to downscale these to fine spatial scale fire perimeters.
3. Consult with County fire management and planning experts to develop our representative scenarios, incorporating expert local opinion on fine spatial scale perimeters for extreme fires in our representative scenarios.
4. Provide background on each representative scenario by characterizing the number and timing of other extreme fire events simulated elsewhere in California during the same fire season, and summarizing climate-related risk factors for wildfire at the same time in the western U.S. more broadly.
5. Overlay wildfire data layers with critical transportation infrastructure maps to identify potential pieces of infrastructure vulnerable to failure (complete shutdown) or partial failure resulting in significant reductions in capacity.
6. Using the C/CAG-VTA model, run up to two scenarios based on the highest priority failures based on wildfire to determine resulting changes to travel patterns and which Congestion Management Program segments and intersections are impacted.
7. Identify, based on the scenarios run above, the characteristics of particularly high risk communities, and discuss general lessons learned from recent high-intensity Northern California fires applicable to the County, to be included in risk summary products.

Task 4A.4: Vulnerabilities Induced by changes in Precipitation and Storms

Contractor will quantify the direct impact of projected changes in precipitation and riverine flooding on the transportation network including 1) modeling flow patterns for extreme events; 2) performing frequency analysis on existing, downscaled, daily hydrologic time series to compute flows for 25-year and 100-year runoff events; 3) disaggregate frequency analysis for finer temporal resolution; and 4) model flood extents and impacts:

1. Derive transportation-related variables that could include number of rain days, number of heavy rain days, number of light rain days, number of dry days, and precipitation values used in sizing drainage infrastructure on roads and other infrastructure.
2. Retrieve and process Variable Infiltration Capacity (VIC) hydrology model results from Cal-Adapt and estimate change in runoff at mid-century and end-of-century. The runoff data will also be used to further develop flood-frequency curves..
3. Perform frequency analysis on the existing, downscaled, daily hydrologic time series from the VIC model to compute flows for 25-year and 100-year runoff events under projected future conditions for mid-century and end-of-century.
4. Watersheds in San Mateo County have relatively small drainage areas where the flow concentration time is in hours rather than days. Thus, to obtain a finer temporal analysis, the results of frequency analysis will be disaggregated to temporal distributions of six hours or finer prior to flood analysis

using data from the California Storm Climatology database and any hourly gauge data available in the county.

5. Model flood extents and impacts using the new 2-dimensional hydraulic modeling capabilities of the River Analysis System (RAS) model from the Hydrologic Engineering Center of the U.S. Army Corps. Contractor will work with the County to obtain any relevant existing riverine flooding models for the County. An HEC-RAS 2-D model will be constructed and parameterized over the County with high resolution LiDAR data available from the USGS, the California State Ocean Protection Council (OPC), and Golden Gate National Recreation Area Lidar Surveys as well as land cover land use data from USFS CALVEG dataset and San Mateo County Open data portal. The HEC-RAS 2D model will be used to compute inundation extents and water surface elevations for each storm scenario.
6. Combine the flood modeling results with SLR inundation results from sources such as the upcoming 2018 USGS Coastal Storm Modeling System (CoSMoS) study for the central coast, AECOM maps developed for the Bayside through the Sea Level Rise Vulnerability Assessment or the Bay Conservation Development Commission Adapting to Rising Tides Sea Level Rise and Flooding Vulnerability Maps , develop inundation scenarios combining 20-yr and 100-yr storms superimposed on sea level rise scenarios within the projected future range. The key outputs from the analysis will include inundation extents, flooding depth, bank overflow depths and areas where shoreline erosion occurs. The final results of these modeling efforts will allow any interested party to understand the impact of flooding due to a combination of storm and sea level rise events.
7. Process data layers of inundation extents resulting from our team’s hydraulic analysis and the sea level rise data obtained from CoSMoS in GIS to identify vulnerable transportation infrastructure. A spatial analysis will be conducted to develop data layers that could summarize information such as miles of rail and road network inundated and largest inundation depth at critical junctions in the system.
8. Overlay precipitation and storms data layers with critical transportation infrastructure maps to identify potential pieces of infrastructure vulnerable to failure (complete shutdown) or partial failure resulting in significant reductions in capacity.
9. Using the C/CAG-VTA model, run up to two scenarios based on the highest priority failures based on precipitation and storms to determine resulting changes to travel patterns and which Congestion Management Program segments and intersections are impacted.

Task 4A.5: Vulnerability to Climate Change Impacts among Disadvantaged Communities

Contractor will:

1. Develop a Countywide disadvantaged communities data layer with data drawn from the US Census, the Office of Environmental Health Hazard Assessment’s Disadvantaged Community Map, the AB 1550 Low-Income Communities Map, and local Community Vulnerability Indicator Maps.
2. Work with County to identify appropriate scale of analysis (e.g. census tract) given the distribution of disadvantaged communities throughout the County.
3. Work with the community through Tasks 1, 2, and 4C to evaluate any additional data sources for inclusion in a final Countywide Disadvantaged Communities Map, and to suggest final map refinements with community input.
4. Provide a text and graphic-based discussion of underlying factors which make certain communities or areas more vulnerable to climate impacts alone, transportation failures alone, as well as particularly vulnerable to the intersection of extreme events and transportation failures.
5. Include an overview of vulnerable populations that may not be included in the hotspot map, such as elderly or disabled individuals who may have the financial means, but not the mobility, to move

quickly or adjust rapidly during evacuations or to otherwise safely navigate impaired transportation routes. These indicators will be determined in consultation with County staff.

6. Overlay disadvantaged communities data layers with critical transportation infrastructure maps to identify key impacts of on disadvantaged communities based on potential failures of the transportation system.

Task 4A.6: Vulnerabilities to Health

Contractor will:

1. Develop a Countywide climate health impacts data layer with data drawn from key sources such as health insurance, home visits, mobile food program data from the San Mateo County Health Department, San Mateo County Human Services Agency and the California Heat Assessment Tool (CHAT).
2. Consult with County public health and medical experts to develop identify and ground truth healthcare bottlenecks, identify healthcare facilities at extreme risk, and discuss potential solutions for health-specific climate adaptation strategies. This will be done by developing a strategy to effectively engagement public health and healthcare partners through mechanisms that may include surveys, targeted interviews, or convening a health-specific workshop. Key outcomes of this outreach would be:
 - a. Prioritizing specific transportation assets and locations of highest vulnerability and use by vulnerable populations;
 - b. Groundtruth healthcare bottlenecks and healthcare facilities at extreme risk through stakeholder interviews or input;
 - c. Identifying ongoing or upcoming projects designed to mitigate or adapt to these concerns, or which may increase these concerns as an unintended consequence of ongoing activities; and
 - d. Discuss potential solutions including multiple alternatives.
3. Provide a text and graphic-based discussion of underlying factors which make our public health and healthcare systems more vulnerable to climate hazards.
4. Overlay climate health impacts data layers with critical transportation infrastructure maps to identify key impacts on the public health and healthcare system based on potential failures of the transportation system.

Task 4A.7: Climate Change Impact Fact Sheets

1. Develop a fact sheet for each of the six climate issues utilizing the data and analysis developed throughout tasks 4A.2 through 4A.6. The factsheets will be visually pleasing and include graphs, graphics, and narrative text that provide stakeholders key information and qualitative narrative on climate change impacts related to communities and critical infrastructure.

Task 4A.8: Web Visualization Tool

1. Develop an online map visualization tool that allows users to:
 - a. Choose and view climate risk and scenario including data layers developed in tasks 4A.2 through 4A.6;
 - b. Interact with and download map view/content in a jpeg or other file format.;
 - c. Access adaptation strategies developed in Task 3 and Task 4B; and

- d. Access Fact Sheets developed in Task 4A.g.
2. Utilize analytics from the Climate Collaborative and stakeholder engagement process to ensure the most efficient organization and grouping of spatial risk and asset layers.
 3. Work closely with County staff and the Climate Collaborative to determine ideal functionality and the look and feel of the tool by using wire frame mockups and beta versions.
 4. Allow GIS data layers to be hosted on San Mateo's GIS Server or sourced to external web map/data services published by other authorities, allowing the layers to be updated in real-time, when the authored data source is updated.

Action/Activity	Deliverables	Timeline
4.1 Develop executive summary with key considerations from for the climate hazards addressed by this project.	1. Draft and Final Hazards Summary	Draft by May 2019 Final by December 2019
4.2 Analyze and map projected temperature change, evaluate existing tree cover for the San Mateo County areas and identify heat islands in communities with low tree canopy.	1. Draft and Final Temperature and Heat Hazards Summary Data Layers and Maps	Draft by May 2019 Final by December 2019
4.3 Quantify the direct impact of projected changes in precipitation and combined riverine and coastal flooding on the transportation network	1. Draft and Final Precipitation and Riverine Flooding Hazards Summary Data Layers and Maps	Draft by May 2019 Final by December 2019
4.4 Develop maps that summarize changing wildfire risk in SMC for several climate scenarios.	1. Draft and Final Wildfire Hazards Summary Data Layers and Maps	Draft by May 2019 Final by December 2019
4.5 Derive transportation-related variables to quantify potential impact on the transportation network for climate hazards. Overlay climate hazard data with transportation infrastructure to determine communities with higher vulnerability to transportation problems and train service interruptions due to high heat days.	1. Map of vulnerable transportation infrastructure by hazard 2. Identification of 8 case studies for travel pattern impact analysis, 2 per hazard 3. Summary memo of travel pattern changes and potential transportation impacts for each scenario	Draft by May 2019 Final by December 2019
4.6 Assess the impact of climate hazards on socially vulnerable communities	1. Draft and Final Socially Vulnerable Community Summary Data Layers and Maps	Draft by May 2019 Final by December 2019

Action/Activity	Deliverables	Timeline
4.7 Assess the impact of climate hazards on community health	1. Draft and Final Community Health Summary Data Layers and Maps	Draft by June 2019 Final by February 2020
4.8 Prepare factsheets describing the impacts of the climate hazards addressed by this project on transportation infrastructure, disadvantaged communities, and public health.	1. Draft and Final On-Line Fact Sheets	Draft by May 2019 Final by December 2019
4.9 Develop an online map visualization tool, to allow users to view climate hazard layers and scenarios and access fact sheets.	1. Online Visualization Tool	Needs Assessment in March/April 2019 Beta in August/September 2019 Final by December 2019

Task 4A Assumptions

1. Hazards Summary will be available on the project website via .pdf format and will include web-based textual findings overview, graphics, tables, links to online visualization tools/maps (*limited to 2,500 words).
2. Tree canopy data will be extracted from existing datasets such as the USDA CalVeg dataset or County LIDAR and tabulated for the DAC communities within urban environments identified through Task 4.A.5. The need for county-wide tree inventories and species composition mapping will be evaluated during the Gap Analysis and Implementation Road Map phase, Task 4B.
3. Fire perimeter maps will be developed in collaboration with Contractor GIS personnel and in consultation with San Mateo County fire management and planning personnel.
4. County will provide all relevant and available GIS data (critical infrastructure, roads, past analysis, parcels, building, etc.), and GIS data and Map Services will be hosted on the county's ArcGIS server. Data gaps are to be addressed by Contractor with support from County. The County is responsible for configuring and maintaining the server, providing the ArcGIS and server license required to host the map services and the web application, and granting Contractor access to the ArcGIS server to publish data and map services. If the County is unable to grant access to administering the ArcGIS server, the County staff will publish data and map services onto the ArcGIS server. The web mapping application can be launched from multiple web platforms and/or applications, such as the San Mateo County's <http://www.seachangesmc.com/> website.
5. Transportation planning case studies under Task 4.5 can be scaled. Should the County wish to reduce the number of scenarios Contractor can reprioritize resources to other elements of scope.
6. Fact sheets will primarily be a digital project accessed through the online climate hazard visualization tool.

Task 4B: Transportation Resilience Planning

To augment the work completed in Tasks 3 and 4A, contractor will develop additional content and material related to transportation-specific aspects of climate preparedness. The Contractor will:

1. Expand the County Framework for Local Action on Sea Level Rise Preparedness to become the County Framework for Local Action on Sea Level Rise and Transportation-Related Climate Preparedness. Key additions will include:
 - a. Text will be added to an introduction and executive summary, which refers to the inclusion of transportation-related climate adaptation.
 - b. Typical life spans will be identified for up to twelve types of transportation-specific adaptation project types/structures, and will describe risk elements for consideration in deciding whether to proceed with implementation.
 - c. Text will be added which describes ranges of appropriate spatial planning scales for various types of transportation adaptation projects. It will describe transportation-specific planning at various scales: asset, neighborhood, city, and region.
 - d. Text will expand on conditions specific to San Mateo County that could inform transportation adaptation projects, including cultural, ecological, biological and physical conditions. A general overview of such conditions will be provided, and two additional parameters will be evaluated in more detail as examples of how future projects should include such conditions in planning.
2. Prepare a menu of resilience strategies to adaptively manage each anticipated climate change impact on transportation and transit-dependent communities. These include a broad range of adaptation strategies, which include structural (both nature-based and engineered) and nonstructural measures to address safety, asset protection, ecosystem, flood risk management, water quality, land-use planning, and social equity goals for the suite of climate impacts assessed in Task 4A.
3. Develop transportation climate templates for policy documents that the County will use to improve coordination between local planning agencies, reduce confusion, and move adaptation planning forward. These may include:
 - a. Content to inform a climate-smart San Mateo Countywide Transportation Plan Update
 - b. Climate-smart General Plan Transportation Elements
 - c. Climate Action Plans
4. Develop a Gap Analysis and Implementation Road Map that provides a graphical representation of project findings and lessons learned. It will very simply lay out a road map that includes information on 'what we know and don't know, and what we are doing and still need to do', to meet local climate goals and work on transportation adaptation planning.

Action/Activity	Deliverables	Timeline
4.1 Expand County Framework for Local Action on Sea Level Rise Preparedness to include Transportation-Related Climate Preparedness.	1. Draft and final transportation-specific content for framework	Draft by June 2019 Final by April 2019
4.2 Prepare menu of transportation-specific resilience strategies to adaptively manage each anticipated climate change impacts.	1. Draft and final menu of transportation-specific adaptation strategies	Draft by June 2019 Final by December 2019

Action/Activity	Deliverables	Timeline
4.3 Compile strategies for a representative menu of structural and non-structural adaptation tools in the Online Adaptation Library.	1. Online, searchable database of transportation-specific climate adaptation strategies	Draft by June 2019 Final by December 2019
4.4 Create policy templates, in coordination with Task 3, for local jurisdictions. Templates will be approximately three-four pages in length, and include high-level policy language, descriptions of sections needed.	May include: 1. Climate-smart San Mateo Countywide Transportation Plan Update 2. Climate-smart General Plan Transportation Elements 3. Climate Action Plans	Draft by June 2019 Final by December 2019
4.5 Create Implementation Road Map and Gap Analysis that will highlight immediate next-steps and near- and long-term actions	1. Draft and Final Implementation Road Map and Gap Analysis	Draft by June 2019 Final by December 2019

Task 4B Assumptions

1. To be conducted concurrently with Task 3 to maximize project resources, and align content, and streamline communication and collaboration throughout the planning phase.
2. Scope assumes development of up to 50 adaptation strategies to be included in the searchable database developed in Task 3.
3. Templates are anticipated to be approximately three-four pages in length, and include high-level policy language, descriptions of sections needed, (such as purpose, introduction, background, connections to other elements, plan objectives and policies, necessary graphics and maps, implementation, glossary). To the extent possible, templates will be tailored for use both at the County and local municipality level.

Task 4C: Community Adaptation Planning Pilot Project

In the task, the Contractor will help the County select three (3) communities and work with them to develop neighborhood or community specific adaptation concepts for increasing community resilience. The Pilot Projects will be set up as a community-based participatory planning process that involves the city, community members and organizational representatives in shared decision making and ownership.

Task 4C.1. Pilot Project Selection

The Contractor will:

1. In advance of launching the community pilot project task, support County Staff in conducting landscape understanding of existing efforts and opportunities to integrate equity into adaptation planning.

2. Provide support to the County in developing a pilot project solicitation and selection process and application materials. Application materials will be co-designed in consultation with the traditionally underrepresented stakeholders/leaders at the Climate Collaborative and Steering Committee. Interested cities/communities will be asked to submit a letter of interest demonstrating the need for technical assistance with an emphasis on and interest in (1) undertaking resilience planning in disadvantaged or hot spot communities; (2) mainstreaming adaptation planning; (3) integrating equity into adaptation planning; and (4) enhancing community decision making in adaptation planning.
3. Release application materials by March 2019 and deliver a companion presentation and application webinar. The webinar will be recorded and made available to partners who are unable to participate in real time. Applications will tentatively be due by the end of April 2019.
4. Provide support, as needed to County staff and Steering Committee to review, score, and select three pilot projects sites.

Task 4C.2: Pilot Project Work Plan and Community Engagement

The Contractor will:

1. Work with County and lead staff and community leaders from selected pilot communities to establish project-specific Pilot Project Steering Committees to serve as the primary mechanism for facilitating collaboration and strategy development.
2. Provide the Steering Committees with a set of model guiding principles and decision-making processes that can be tailored to individual community needs and help ensure that principles of equity and inclusion are considered from the start.
3. Develop tailored work plans and community engagement strategies for each pilot project. These deliverables will be co-designed collaboratively with County staff, Contractor, Project Steering Committee, and traditionally underrepresented stakeholders. The pilot projects will utilize a community capacity building model to engage and facilitate community participation in adaptation planning. The individual work plans will identify the scale and extent of community capacity building training needed to build community capacity. To support adaptation planning and community capacity building efforts for pilot communities, Contractor will undertake one of more of these tasks listed below:
4. Develop or tailor existing UPI curriculum (equivalent to 72 hours of instruction) that merges sustainable living systems within a community partnership process based on feedback from community leaders and County/city staff and to best meet the needs of the chosen pilot communities; The key phases of the process include:
 - Listen and Asset Map,
 - Assess and Strategize,
 - Propose, Discuss and Feedback
 - Establish a Plan
 - Implement Aspects of the Plan
 - Review and Recalibrate
5. Identify resources and support, (such as stipends) needed to provide local capacity for traditional underrepresented community members to participate pilot participation;
6. Facilitate and implement training that enhances community skills to assess climate risks, develop implementable strategies and engage with municipal, regulatory, and regional stakeholders in future planning and implementation;
7. Help implement Neighborhood/Community Level Vulnerability ground-truthing/qualitative analysis and assessment, as needed;

8. Based on the results of Task 4A, develop a community specific vulnerability analysis narrative for incorporation into the community-strategy. Scope assumes that case studies developed in Task 4A will be aligned with selected community pilots.
9. Provide tools for community implementation of Community Driven Adaptation Planning Processes for each pilot project to identify vision and goals, community-scale climate vulnerability, adaptation strategies and implementation pathways; and
10. Develop the first phase of a Community designed “People’s Plan” for each site/project with Community input that will offer a Framework for Local Action on Climate Change Preparedness.
11. Contingent upon available funding as discussed in Assumptions below, develop final community specific work adaptation plans, describing vulnerabilities, adaptation options and next steps for each pilot community. This could also include an equivalent development of website content; or other equivalent community-directed product which summarizes the progress or achievements of that pilot project.

Action/Activity	Deliverables	Timeline
4.1 Develop materials and process for pilot project selection.	1. Pilot project RFP and selection process	By December 2018
4.2 Co-design pilot project work plans and a tailored community engagement strategy.	1. Draft and Final Pilot Project Work Plans and Engagement Strategies	March 2019 – May 2019
4.3 Identify and provide resource support to provide local capacity for pilot participation	TBD based on community needs and project resources	As required, March 2019 – December 2020
4.4 Develop a community capacity building training (as identified based on community needs) and a community vulnerability and technical analysis needs plan	This may include: 1. Training curriculum 2. Technical analysis needs assessment Community led vulnerability analysis plan	As required, March 2019 – December 2020
4.5 Conduct community capacity building training (as identified based on community needs) and a community vulnerability analysis	This may include 1. Training workshop summaries 2. Neighborhood/Community Level Vulnerability Analysis Report	As required, March 2019 – December 2020
4.6 Develop first phase of Community designed “People’s Plan”	1. Draft and Final ‘People’s Plan’ for each project site	By February 2020

Task 4C Assumptions

1. Project assumes \$75,000 will be held within the budget to support Activity 4.3 based on community needs. This would include funding for local facilitation and work plan and adaptation plan development. If the County desires, funds could also be used for additional Contractor support beyond the scope described above. Additional Contractor support could include development of community specific work adaptation plans. Such plans could be 10 – 20 pages of text and graphics describing vulnerabilities, next steps and adaptation options and next steps for each pilot community; an equivalent development of website content; or other equivalent community-directed product which summarizes the progress or achievements of that pilot project.

Task 5: Project Management and Coordination

To lay the foundation for strong project management and coordination, the Contractor will perform the following activities:

Task 5A: Project Management

The Contractor will:

1. Develop a Project Management Plan (PMP) that will serve as the primary guiding document for how the project will be managed. It will also be a living document designed to adapt to emerging project needs. Within one week of project initiation, Contractor will develop a draft PMP to serve as the foundation for a project management discussion at the Project Kickoff Workshop. A working final PMP will be released after incorporating feedback from that event, and the PMP will be updated as needed over the course of the project. Key PMP content will include:
 - Project overview
 - Project organization and roles and responsibilities —Work Breakdown Structure (WBS)
 - Project communications strategies (internal and external) —Quality control and assurance
 - Reporting and invoicing mechanisms
2. Develop and provide a detailed timeline as part of the project workplan within one month of agreement execution.
3. Facilitate a Project Kickoff Workshop within one month of agreement execution with the County project team and representatives from key subcontractors. This two- to three- hour workshop will be designed to achieve the following outcomes:
 - Review and validate PMP content.
 - Review and refine draft Community Engagement Strategy.
 - Plan for first Climate Collaborative meeting.

Task 5B: Staff/Consultant/Key Advisors Coordination Meetings

Contractor will:

1. Provide monthly activity summaries and progress summaries (see Task 5.D) and facilitate monthly Project Check-In Meetings. These meetings will include the Project Management Team and key project staff or stakeholders as needed.

2. Identify, with County staff, other ongoing efforts and projects to coordinate tasks and deliverables with, such as the Office of Sustainability Energy and Water Team's effort on developing a Green Infrastructure Plan for the County or the City and County Association of Governments Sustainable Streets Plan Project. There is a lot of overlap between all these projects as green infrastructure is often an important climate adaptation strategy and by working together we would ensure the identified strategies and implementation plan for each project are complementary.
3. Facilitate coordination and collaboration including data sharing, technical analysis and coordination on pilot projects in unincorporated areas, as needed. The Contractor should anticipate sharing data with other County staff/contracted consultants, as needed throughout the project. Contractor may be requested by the County to communicate or talk with the lead consultants from other projects to discuss opportunities for collaboration with climate change and flood resiliency efforts.

Task 5C: Ongoing Stakeholder Feedback

The Contractor has already built a number of mechanisms to allow for robust stakeholder feedback on project deliverables, including review and discussion of materials at Climate Collaborative and Working Group meetings. This also includes posting of materials for review and comment and communication of strategies for effective review through the community engagement process and use of technology tools. In addition, the Contractor will provide the following mechanisms to facilitate a feedback loop between the project team, key stakeholders, and the larger community:

1. *Project Email.* If needed, Contractor will develop a project specific email that stakeholders can use to communicate with the Contractor team. The email will be attached to a distribution list, including the Project Management Team to ensure that communications are effectively monitored, responded to, and archived for future reference.
2. *Project SharePoint.* SharePoint and web conferences will be the primary technology tools utilized by the Project Management team, in addition to at least one shared project calendar for project team use on the SharePoint site. The calendars will be maintained by the project coordinator and may be supported by other key website and SharePoint administrators.

TASK 5D. Invoicing and Reporting

The Contractor will:

1. Maintain an accounting and record system that properly accumulates and segregates incurred project costs and matching funds by line item. The accounting system of the consultant must conform to Generally Accepted Accounting Principles that enable the determination of incurred costs at interim points of completion and provides support for reimbursement payment vouchers or invoices to be sent to Caltrans by the County. Allowable project costs must comply with 2 Code of Federal Regulations (CFR), Part 200 as required by Caltrans.
2. Provide a monthly written progress report with each set of invoices for payment of incurred costs and also submittal to Caltrans for reimbursement of project expenditures related to the Caltrans SB 1 Grant.

Action/Activity	Deliverables	Timeline
5.1 Prepare a Project Management Plan (PMP).	1. Draft and Final PMP	Draft by October 2018 Final by November 2018
5.2 Facilitate Project Kickoff Workshop	1. Meeting materials including agendas, presentation, and summary	October/November 2018
5.3 Prepare monthly activity/summaries and facilitate monthly project check-in meetings	1. Monthly progress reports	Monthly for project duration
5.4 Submit monthly invoices in alignment with grant requirements	1. Monthly invoices	Monthly for project duration

Task 5 Assumptions

1. The primary mechanisms for project communications will be phone, email, and SharePoint. In person project management meetings will be held on an as needed basis.
2. Utilize effective web- and cloud-based communications strategies to ensure that project and task information is available to all team members at all times, as needed. Materials can be updated live and simultaneously with multiple collaborators.

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 based on the fee schedule and terms included on the following spreadsheet.

In addition, the following conditions apply:

- Contractor will submit an additional budget table that includes the hourly rate and labor hours for all the sub-contractors teams for all the sub-tasks across each task within one week of agreement execution.
- Contractor will submit a detailed budget for each Task 4B sub-task, within one week of project initiation for approval by Caltrans.
- A detailed budget by sub-task for each Pilot Project within Task 4C will be developed and approved by the County and Caltrans before commencement of work.
- Contractor shall submit monthly invoice with details of hours spent per task and services delivered. Invoices will be paid within 45 days of receipt.
- Change in Task(s)/deliverables must be pre-approved by the County in writing prior to commencing said task or deliverable.
- Funds allocated for stipends and to provide resource support to community leaders and members from traditionally underrepresented communities will be disbursed through the Urban Permaculture Institute (UPI) sub-contractor team. UPI will develop a mechanism for disbursement of stipends, including services agreements with stipend recipients to ensure service expectations are clearly defined.
- Funds allocated for each task may be reallocated for another task after consultation and written approval by County.

Exhibit B-1

Ecology and Environment, Inc.—Professional Rates

Labor Category	2018 Rate/Hr.	2019 Rate/Hr.	2020 Rate/Hr.
Scientist/Planner/Engineer 1	\$220	\$227	\$234
Scientist/Planner/Engineer 2	\$195	\$201	\$207
Scientist/Planner/Engineer 3	\$180	\$185	\$191
Scientist/Planner/Engineer 4	\$170	\$175	\$180
Scientist/Planner/Engineer 5	\$160	\$165	\$170
Scientist/Planner/Engineer 6	\$145	\$149	\$153
Scientist/Planner/Engineer 7	\$135	\$139	\$143
Scientist/Planner/Engineer 8	\$120	\$124	\$128
Scientist/Planner/Engineer 9	\$105	\$108	\$111
Scientist/Planner/Engineer 10	\$90	\$93	\$96
Field Surveyor 1	\$95	\$98	\$101
Field Surveyor 2	\$80	\$82	\$84
Field Surveyor 3	\$70	\$72	\$74
Field Surveyor 4	\$55	\$57	\$59
CAD/Drafting	\$115	\$118	\$122
Information Technology 1	\$175	\$180	\$185
Information Technology 2	\$155	\$160	\$165
Information Technology 3	\$135	\$139	\$143
Information Technology 4	\$110	\$113	\$116
Information Technology 5	\$90	\$93	\$96
Administrative Support	\$85	\$88	\$91
Production Support	\$65	\$67	\$69

Other Direct Costs (out of pocket expenses), Travel
and Subcontractor costs are invoiced at actual plus 8%.

Rates are effective through 12/31 of respective calendar year.

Labor rates are per calendar year.

E & E will invoice at the rates per the applicable year in which services are performed for all task orders.

Client: San Mateo County Office Of Sustainability

Re: Climate Adaptation Project REV
Proposal No. 10BP18A.0095.03

Task 1 San Mateo County Climate Collaborative
Task 2 Climate Adaptation Community Engagement
Task 3 Sea Level Adaptation Planning Toolkit
Task 5 Additional Consultant Task (Proj Mgmt, Coordination, Invoicing & Planning)

Task 4.A.1 Hazards Summary
Task 4.A.2 Temperature and Heat
Task 4.A.3 Wildfire
Task 4.A.4 Precipitation

Task 4.A.5 Vulnerable Communities
Task 4.A.6 Health
Task 4.A.7 Factsheets
Task 4.A.8 Web Visualization

Task 4.B Climate Vulnerability and Transportation Resilience Planning
Task 4.C Community Adaptation Planning Pilot Project

2018	2019	2020		2018	2019	2020	2018	2019	2020
Rate/Hr	Rate/Hr	Rate/Hr	Labor Category	Total	Task 1	Task 2	Task 3	Task 5	
\$ 195	\$ 201	\$ 207	Project Manager (Verity)	301	24	8	50	79	
\$ 180	\$ 185	\$ 191	Project Director (Lieuallen)	270	61	32	16	70	
\$ 170	\$ 175	\$ 180	Senior Planning Support	12	0	0	0	0	
\$ 160	\$ 165	\$ 170	Project Coordinator (Chase)	477	85	50	40	96	
\$ 120	\$ 124	\$ 128	GIS Analyst/Junior Planning Support	429	0	0	122	0	
\$ 105	\$ 108	\$ 111	Publications Support	20	0	0	12	0	
\$ 90	\$ 93	\$ 96	Graphics Support	39	7	12	12	0	
\$ 175	\$ 180	\$ 185	Information Technology Support	260	0	0	60	0	

TOTAL HOURS	1808	177	102	312	245
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	2018	2019	2020			
	\$27,233	\$5,978	\$3,280	\$9,302	\$8,673	
	\$98,209	\$21,550	\$11,826	\$33,565	\$31,268	
	\$14,461	\$3,174	\$1,742	\$4,941	\$4,804	

1) Total Labor Cost	\$139,903	\$30,702	\$16,848	\$47,808	\$44,546
2) Travel	2,928	2,928	0	0	0
3) Other Direct Costs	0	0	0	0	0
4) Subtotal (Line 2+3)	2,928	2,928	0	0	0

5a) Subcontractor - GEI	54,950	2,500	0	37,450	15,000
5b) Subcontractor - DKS Assoc	14,730	2,500	0	3,380	8,850
5c) Subcontractor - UPI	15,900	7,900	8,000	0	0
5d) Subcontractor - UC Merced	2,500	2,500	0	0	0
5e) Subcontractor - Community Capacity	18,000	8,000	10,000	0	0
5f) Subcontractor - Bang The Table	16,000	0	16,000	0	0
5) Total Subcontractors	122,080	23,400	34,000	40,830	23,850

6) Subtotal (Line 4+5)	125,008	26,328	34,000	40,830	23,850
7) Total Labor & Expenses (Line 1+6)	\$264,911	\$57,030	\$50,848	\$88,638	\$68,396
8) Fee (on Line 6)	10,001	2,106	2,720	3,266	1,908
9) TOTAL PRICE (Task 1 - 3; 5)	\$274,911	\$59,136	\$53,568	\$91,904	\$70,304
10) TOTAL PRICE (All Task)	\$904,322				

Task 4.1 : Climate Vulnerability Analysis & Resilience Planning											
Total (Task 4)	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total (Task 4)	Total (Task 4.1)	Task 4.A.1	Task 4.A.2	Task 4.A.3	Task 4.A.4	Task 4.A.5	Task 4.A.6	Task 4.A.7	Task 4.A.8	Task 4.B	Task 4.C
140	86	24	10	10	10	4	12	12	4	24	30
91	35	0	2	2	2	11	4	4	10	12	44
12	12	0	0	0	0	0	0	0	12	0	0
206	127	32	5	5	5	40	40	0	0	29	50
307	286	80	16	16	16	18	16	64	60	21	0
8	8	8	0	0	0	0	0	0	0	0	0
8	8	8	0	0	0	0	0	0	0	0	0
200	200	0	0	0	0	0	0	0	200	0	0
0											
0											
972	762	152	33	33	33	73	72	80	286	86	124
0											
\$30,416	\$23,262	\$4,192	\$1,006	\$1,006	\$1,006	\$2,264	\$2,276	\$2,148	\$9,364	\$2,800	\$4,354
\$109,719	\$83,922	\$15,142	\$3,632	\$3,632	\$3,632	\$8,170	\$8,215	\$7,762	\$33,736	\$10,103	\$15,694
\$16,149	\$12,350	\$2,230	\$535	\$535	\$535	\$1,203	\$1,210	\$1,144	\$4,958	\$1,488	\$2,311
\$156,284	\$119,534	\$21,565	\$5,173	\$5,173	\$5,173	\$11,637	\$11,701	\$11,054	\$48,058	\$14,391	\$22,359
0											
1,464	0	0	0	0	0	0	0	0	0	0	1,464
0	0	0	0	0	0	0	0	0	0	0	0
1,464	0	0	0	0	0	0	0	0	0	0	1,464
111,476	111,476	17,948	28,292	0	64,236	0	1,000	0	0	0	0
132,340	62,000	5,625	16,125	16,125	16,125	4,000	4,000	0	0	50,270	20,070
54,800	0	0	0	0	0	0	0	0	0	0	54,800
63,000	51,000	0	0	51,000	0	0	0	0	0	3,500	8,500
75,000	0	0	0	0	0	0	0	0	0	0	75,000
0	0	0	0	0	0	0	0	0	0	0	0
436,616	224,476	23,573	44,417	67,125	80,361	4,000	5,000	0	0	53,770	158,370
438,080	224,476	23,573	44,417	67,125	80,361	4,000	5,000	0	0	53,770	159,834
\$594,364	\$344,010	\$45,138	\$49,590	\$72,298	\$85,534	\$15,637	\$16,701	\$11,054	\$48,058	\$68,161	\$182,194
35,046	17,958	1,886	3,553	5,370	6,429	320	400	0	0	4,302	12,787
\$629,411	\$361,968	\$47,024	\$53,144	\$77,668	\$91,963	\$15,957	\$17,101	\$11,054	\$48,058	\$72,463	\$194,980

Attachment H

Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low

probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

OBLIGATIONS OF COUNTY

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

PERMISSIBLE REQUESTS BY COUNTY

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

DUTIES UPON TERMINATION OF AGREEMENT

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection Health Information.

MISCELLANEOUS

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Martin Mazur

Name of Contractor(s): Ecology and Environment, Inc.

Street Address or P.O. Box: 368 Pleasantview Drive

City, State, Zip Code: Lancaster, NY 14086

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official:

Human Resources Director

Date:

7/23/18

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Attachment IP

Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and require subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Notwithstanding the intellectual property rights set forth in paragraph 5 above, it is hereby understood that Bang the Table will own all intellectual property rights in the platform and associated services. Bang the Table will own intellectual property rights in the platform and services associated with hosting, software, and/or templates

created by Bang the Table in relation to the platform and the services. Any new software, technology, intellectual property or other work product developed by Bang the Table while performing any services under this scope of work shall be the sole property of Bang the Table. Contractor shall require that Bang the Table does not own the intellectual property rights relating to the data uploaded onto the website.

7. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.