

Agreement No. Resolution No. 080477

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CONSTANT AND ASSOCIATES, INC.

This Agreement is entered into this 25th day of June, 2024, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Constant and Associates, Inc., hereinafter called "Contractor" or "Constant".

* * *

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 project management services for several emergency preparedness projects within the County.

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 IP - Intellectual Property Rights

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 County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **ONE MILLION, SEVEN HUNDRED FIFTY THOUSAND DOLLARS** (\$1,750,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in

excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2024 through June 30th, 2024.

5. Termination

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

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

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

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 of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

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

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

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

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

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

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 warrants 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) arising out of or related to any claim by a third party that the services provided 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 pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers’ Compensation and Employer’s Liability Insurance

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

c. Liability Insurance

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

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

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

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

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

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

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 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 also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being

asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

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

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

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

h. Compliance with Living Wage Ordinance

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

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 unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor

acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

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: Ryan Reynolds, PSMII
Address: 501 Winslow Street, Redwood City, CA 94063
Telephone: 650.363.4790
Email: rreynolds@smcgov.org

In the case of Contractor, to:

Name/Title: Michelle Constant, CEO
Address: 21250 Hawthorne Blvd, Suite 400, Torrance CA 90503
Telephone: 424-320-2580
Email: michelle@constantassociates.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.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County.

Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

21. Prevailing Wage

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


Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

* * *

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

For Contractor: **Constant and Associates, Inc.**

<p>DocuSigned by:  <small>6A9724F14F4A4F6...</small> <hr/> Contractor Signature</p>	<p>6/13/2024 <hr/> Date</p>	<p>Michelle Constant <hr/> Contractor Name (please print)</p>
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COUNTY OF SAN MATEO

By:  Resolution No. 080477
President, Board of Supervisors, San Mateo County

Date: June 25, 2024

ATTEST:

By: 
Clerk of Said Board

Exhibit A

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

1. DESCRIPTION OF SERVICES TO BE PROVIDED BY CONTRACTOR

Constant Associates (CONSTANT) will support the execution of several emergency preparedness projects in San Mateo County (SMC). The goal of these projects is to utilize Measure K funding to build community resilience by addressing the most pressing community needs through the strategic and efficient use of local funds. CONSTANT will work with SMC Department of Emergency Management (DEM) and other SMC departments, vendors, partner agencies, and constituents as appropriate to identify, prioritize, implement, and evaluate emergency preparedness projects throughout the three-year course of the contract.

2. PROJECT ALIGNMENT

CONSTANT will work to support the alignment of Measure K work with ongoing SMC DEM change management efforts, the SMC DEM Strategic Plan, and any other relevant doctrine or initiatives identified by SMC DEM throughout the duration of the Measure K project. This will help ensure all project deliverables support the achievement of the desired future state of the department and can help contribute to the establishment of a shared organizational vision for SMC DEM. CONSTANT will also aim to structure key project deliverables and tasks in a manner that supports the maintenance and enhancement of project initiatives by SMC DEM staff moving forward, following the completion of the Measure K work. This will help make sure local funds are spent in the most meaningful manner as well as support the continuity of SMC DEM operations despite challenges such as staff turnover or changes in funding.

3. DELIVERABLES

Given the scale and duration of the contract and to ensure the community's greatest needs are continuously addressed throughout the entire period of performance, CONSTANT will implement a flexible approach to project management and execution. To construct a project approach that can adapt to the needs of the County and its residents, the project has been organized into 7 core project deliverables, each of which is supported by a selection of related tasks. These tasks outline SMC DEM's current priorities and exemplify the types of projects which are to be implemented to accomplish the overarching project deliverables.

The tasks outlined herein are not comprehensive and may change to meet the evolving needs of SMC DEM and the community. SMC will work with CONSTANT to review each task, adjust tasks as necessary, evaluate task lists to identify priorities,

ensure feasibility of tasks within financial constraints, finalize decisions surrounding the direction of the project, and integrate approved tasks into the overall project structure and timeline. Through this flexible project structure, SMC can ensure the County's and community's greatest needs are met throughout the entire duration of the contract. Project deliverables and subsequent task lists are provided below.

1. Project Management – Establish a robust infrastructure for project management that will provide a foundation for successful project execution. This will include:

- 1.1** Development and continuous maintenance of a **Project Management Plan** (PMP). The PMP will outline project deliverables, identify key stakeholders, describe the approach to deliverable execution, provide the most up-to-date project timeline, and explain other factors important to successful deliverable and task completion.
- 1.2** Hosting of a **Project Kickoff Meeting** to review the PMP; outline team member expectations, identify key stakeholders, and discuss other factors critical to project success. For instance, this meeting will also serve as an opportunity to review all project deliverables and supporting tasks, identify priorities, discuss dependencies within the project across different deliverables, and call attention to other related County initiatives that are planned or underway and which may influence the deliverables and tasks of the Measure K project. This meeting will help solidify project priorities and result in the creation of a more detailed project timeline for the project. This meeting may be repeated near the start of each new year of the project to outline the priorities and timeline for the upcoming year.
- 1.3 Stakeholder Engagement** to explain the Measure K project, its status, and other project updates as necessary. This may include the creation of briefing and other informational materials, the conduct of outreach to stakeholders, and the planning/facilitation of or participation in stakeholder meetings. At minimum, the CONSTANT team will produce **Project Briefing Products** to include a project flyer/trifold and briefing slide presentation for use throughout the course of the project.
- 1.4** Facilitation of weekly **Project Check-In Meetings** with SMC DEM to discuss project updates, deliverable status, project risks, budget, etc. **Ad Hoc Project Meetings** may also be held should any risks or issues arise that require immediate attention and resolution. Additionally, **Deliverable-Specific Meetings** with select stakeholders to review drafts of products, collect constituent feedback, and grant final approval on deliverables will also be held. When possible, CONSTANT and SMC DEM will make every effort to combine meetings to improve project efficiency. CONSTANT will also conduct **Bi-Weekly Internal Huddles** to prepare for meetings with SMC DEM, ensure adequate progress towards project deliverable

completion, discuss budget updates, and address other items important to project success.

- 1.5 Creation and maintenance of a **Project Library** that hosts all final project management documents, deliverables, and other project materials as appropriate.

2. **Community Engagement** – Design and support the delivery of a robust community engagement campaign aimed at improving emergency preparedness for the “whole community.” This may include:

- 2.1 Conduct of a **Literature Review** to identify innovative community engagement strategies and best practices surrounding the promotion of topics related to emergency preparedness. This Literature Review will inform a brief **Community Engagement Best Practices Guide** that can be used as a reference for future departmental outreach initiatives.
- 2.2 Evaluation of demographics critical to successfully communicating with the “whole community” and the creation of a **County Demographics Dashboard** (heat map) for easily displaying the differences across the county. Software for developing this tool will not be procured as part of this project. Instead, CONSTANT will work with the County to identify a pre-existing resource that has the capabilities to host this tool or to identify a no-cost solution (e.g., Resilience Analysis and Planning Tool) that can fulfill this purpose.
- 2.3 Conduct of a **Materials Review** of all existing promotional and informational materials and the identification of needed edits and additional products to support a robust community engagement program. This review will inform the update and design of **Promotional/Informational Materials**. This may include but is not limited to flyers, infographics, videos, giveaways (e.g., water bottles, t-shirts, tote bags), etc. promoting emergency preparedness messages. Additional promotional materials may be developed in the form of briefs, infographics, and other informational products (i.e., social media content) to highlight SMC DEM’s use of Measure K funds through this project. All community engagement efforts and promotional/information materials development will be aligned with overarching SMC DEM branding efforts to further support name and brand recognition.
- 2.4 Development and maintenance of a **Community Engagement Strategy** that outlines outreach goals and tactics that will be implemented over the course of the project as well as baseline community engagement standards for SMC DEM. This strategy will be updated at the start of each year of the project, at a minimum.
- 2.5 Conduct of an **SMC DEM Website Audit** in alignment with the department’s brand and vision as well as to inform the **SMC DEM Website Update**. The SMC DEM website will be completely revamped and the

website update will include the development of dashboard on the main landing page that easily directs users to helpful resources. The webpage look, feel, and content will complement other community engagement efforts and promote a consistent voice in SMC public messaging.

2.6 Development of an **Emergency Preparedness Toolkit** for use by key community partners (e.g., primary care physicians, community, and faith-based organizations) to support the promotion of emergency preparedness ideals with clients, members, etc. This toolkit may be accompanied by a brief **Toolkit Guide** intended to support SMC DEM staff in communicating with stakeholders how to properly utilize this resource. Methods for promoting this toolkit will be outlined within the Community Engagement Strategy.

2.7 Development of a **Social Media Strategy** and **Social Media Toolkit** for use by SMC DEM focused around personal, familial, school, workplace, etc. emergency preparedness as well as on highlighting the mission, role, and work of SMC DEM. The Social Media Strategy will be designed in alignment with overarching County branding and social media policies and may include content guidelines, suggested posting cadences, guidance and tools for social media campaigns, information on target audiences, engagement strategies that promote SMC DEM and its brand, and other content as necessary. The **Social Media Toolkit** will provide template materials and copy specifically tailored for each of SMC DEM's social media accounts, a stock image library, and other tools helpful to creating engaging social media content on a regular basis.

2.8 **Translation** of select informational and promotional materials into threshold languages. Materials selected for translation will be identified by SMC DEM.

2.9 Support of **Community Outreach** initiatives conducted by SMC DEM outreach efforts. While SMC DEM will primarily be responsible for community outreach (70%), CONSTANT will provide outreach support (30%) as deemed appropriate.

3. Partner Agency Engagement – Strengthen relationships with city stakeholders and other County departments and increase understanding of both County and city agency capabilities as they relate to emergency management. This may include:

3.1 Development of a **Partner Agency Engagement Strategy** targeting city stakeholders that identifies target agencies, lists opportunities for engagement (e.g., exercises, workgroups), establishes a cadence for outreach, outlines engagement techniques (e.g., quarterly meetings, newsletters), and describes a general framework for the engagement of city stakeholders during steady-state operations.

development/update of Crisis Communications Plans, Mass Notification Policies, and other resources and tools (e.g., template messaging) necessary for successful mass notification and wider public communications during an emergency or disaster.

5. SMC DEM Operational Transformation – Support SMC DEM in executing its mission by clarifying internal roles and responsibilities, developing necessary resources to support operations, assisting staff in building program/project management capacity, and identifying potential opportunities for additional funding.

5.1 Assistance to SMC DEM in developing **Industry Event Submissions**, including speaking opportunities, awards, publications, and other opportunities, to highlight the work of SMC DEM under the Measure K project and further establish the county as a national leader in emergency management. At the start of each project year, a list of potential conferences or other outlets to highlight Measure K project work will be developed. This list will be regularly reviewed, and support in crafting submissions/applications may be provided, as directed by SMC DEM.

5.2 Development of a robust set of **Department Templates** to support standard operations during both steady-state (e.g., departmental memo) and emergency operations (e.g., Situation Report).

5.3 Working with SMC leadership, conduct an **Emergency Management Framework Evaluation** that outlines the strengths and weaknesses of standard emergency management principles and practices. This may be followed by the development of a new framework for emergency management that is founded upon industry best practices, can better position SMC DEM to respond to emergencies and disasters, and may evolve into the new national standard for emergency management.

5.4 Development of an **Organizational Framework** that describes the mission, roles, and internal identity of SMC DEM. This framework may include a system of rules that are used to govern department processes and/or decisions and help to ensure that the output of decisions or processes is consistent, of a high standard, and aligned with SMC DEM's principles, values, and goals. This may also involve the creation of informational and promotional materials (e.g., PowerPoint presentation, infographics) intended to support SMC DEM in promoting these ideals internally as well as sharing this information externally with select stakeholder groups.

5.5 Conduct of an **Environmental Scan** that evaluates SMC DEM against other emergency management agencies, particularly related to funding. The aim of this is to provide SMC DEM with information helpful to

advocating for additional funding to support standard operations and priority projects. This task may also include the identification of any innovative funding sources that could be leveraged to support the department and potential assistance with submitting for identified funding opportunities.

6. Technical Assistance – Provide ad hoc technical assistance to support departmental needs that arise throughout the duration of the contract to help SMC DEM accomplish department goals.

6.1 Assign contractor staff to support SMC DEM as needs arise. **Technical Assistance** hours should be used for smaller projects that take anywhere from a few hours to no longer than a day. No more than 3 hours per week/12 hours per month will be allocated to technical assistance. Should additional organizational needs arise that have a larger scope or require greater time commitments, these projects should be considered alongside the other major tasks within the contract and reviewed and prioritized as appropriate.

7. Performance Reporting – Regularly evaluate project progress and develop performance reports that summarize project status.

7.1 Establishment of an overarching **Project Evaluation Strategy** (to be part of the PMP) to outline evaluation metrics and guide the critical analysis of project success throughout the duration of the contract.

7.2 Development of **Quarterly Project Status Reports** to document all project progress to date, identify risks or delays and subsequent mitigative measures, and record any changes made to the project.

7.3 Creation of **Yearly Project Evaluations** that summarizes all work completed as part of the Measure K project within that year. These yearly evaluations will examine all work completed to date against preestablished metrics for success. The ways in which completed projects have improved the capabilities of SMC DEM will be documented and remaining gaps will be identified. This document may then be used to help outline project priorities in subsequent years.

7.4 Development of a **Final Project Evaluation** at the completion of the project. This document may also include a next steps memo that outlines suggested next steps for implementation by SMC DEM to support the sustainment of projects invested in under this contract.

7.5 Conduct of a **Project Performance Review** at the end of each year and the completion of the contract to review the Project Evaluation, summarize all work completed that year or under the contract, provide all final work

deliverables, and discuss suggested next steps for continual progress towards organizational goals.

4. Draft Timeline

The tables on the following pages outline a *draft* project schedule for each year of the contract. This timeline will be updated as project priorities are solidified and dependencies are identified throughout the course of the project.

Table 1. Draft Timeline

DELIVERABLES & TASKS	YEAR 1 [2024 - 2025]						YEAR 2 [2025 - 2026]						YEAR 3 [2026 - 2027]											
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
1. PROJECT MANAGEMENT																								
1.1 Project Management Plan																								
1.2 Project Kickoff Meeting																								
1.3 Stakeholder Engagement Products																								
1.4 Project Meetings																								
1.5 Project Library Update																								
2. COMMUNITY ENGAGEMENT																								
2.1 Literature Review, Best Practices Guide																								
2.2 Community Demographics Dashboard/Heat Map																								
2.3 Materials Review, Development																								
2.4 Community Engagement Strategy																								
2.5 Website Audit, Update																								
2.6 Emergency Preparedness Toolkit																								
2.7 Social Media Strategy, Toolkit																								
2.8 Translations																								
2.9 Community Outreach																								
3. PARTNER AGENCY ENGAGEMENT																								
3.1 Partner Agency Engagement Strategy																								
3.2 Partner Agency Engagement Templates																								
3.3 Partner Agency Guide																								
3.4 City Agency Briefs																								
3.5 SMC DEM Capabilities Briefings																								
4. EMERGENCY PLANNING & PROGRAMMING																								
4.1 Emergency Operations Plan, Annexes, Tools																								
4.2 Hazard Mitigation Planning																								
4.3 Alert and Warning Program																								
5. SMC DEM OPERATIONAL COORDINATION																								
5.2 Industry Event Submissions List																								
5.3 Department Templates																								
5.4 Emergency Management Framework Evaluation																								
5.5 Organizational Framework																								
5.6 Environmental Scan																								
6. TECHNICAL ASSISTANCE																								
6.1 Technical Assistance																								
7. PERFORMANCE REPORTING																								
7.1 Project Evaluation Strategy																								
7.2 Quarterly Project Status Report																								
7.3 Yearly Project Evaluation																								
7.4 Final Project Evaluation																								
7.5 Project Performance Review																								

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 following fee schedule and terms:

DELIVERABLES	YEAR 1 (2024 - 2025)	YEAR 2 (2025 - 2026)	YEAR 3 (2026 - 2027)
1. Project Management	\$152,464.00	\$152,464.00	\$152,464.00
2. Community Engagement	\$241,608.00	\$131,170.80	\$98,847.60
3. Partner Agency Engagement	\$0.00	\$33,244.00	\$119,731.00
4. Emergency Planning & Programming	\$47,578.00	\$135,732.00	\$125,501.60
5. SMC DEM Operational Transformation	\$26,499.20	\$85,115.20	\$38,667.20
6. Technical Assistance	\$49,361.20	\$29,784.40	\$22,988.60
7. Performance Reporting	\$32,489.60	\$32,489.60	\$41,800.00
TOTAL	\$550,000.00	\$600,000.00	\$600,000.00

Contractor will submit detailed invoices to the County on a quarterly basis at minimum.

Payments will be made to the Contractor upon the County's receipt of invoices and payable within 30 days of approval of invoice.

In no event shall the County's fiscal obligation for this agreement exceed \$1,750,00.00

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 cause 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. 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.

Issued by County of San Mateo Contract Compliance Committee July 1, 2013