

**MEASURE K GRANT AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND SAN MATEO RESOURCE
CONSERVATION DISTRICT**

This Agreement is entered into this ____ day of _____, 2024 by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and San Mateo Resource Conservation District, hereinafter called "Grantee."

* * *

WHEREAS, the Grantee has applied to the County seeking grant funding (the "Grant") for the purpose of funding the matters set forth in its project described in Exhibit A (the "Project");

WHEREAS, the County has approved the grant of certain funds to Grantee for the Project pursuant to the terms set forth in this Agreement;

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—Project Description
Exhibit B—Reporting and Invoicing

2. Term & Termination

Subject to compliance with all terms and conditions, the term ("Term") of this Agreement shall be begin on July 1, 2024 and continue for one (1) year through June 30, 2025. County, by and through the County Parks Director or Parks Director's designee in their sole discretion, shall have the unilateral option to extend the Term of the Agreement for up to two (2) additional 1-year terms—(i) from July 1, 2025 to June 30, 2026, and (ii) from July 1, 2026 to June 30, 2027—such options of which County may exercise by providing written notice to Grantee on or before May 31 of each year the Agreement is in effect. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of extensions or future grants.

County may terminate this Agreement based upon the unavailability of Federal, State, or County funds by providing written notice to Grantee within a reasonable time after County learns of said unavailability of funding. Grantee acknowledges that this Agreement may be subject to approval of the Board of Supervisors, and assumes all risk of possible non-appropriation and non-approval of funds.

County may suspend and/or terminate this Agreement if Grantee fails to comply with the terms of this Agreement and may, in its sole discretion, withhold or cancel pending and future disbursements of grant funds and/or require Grantee to return some or all funds disbursed under this Agreement.

3. Grant

In consideration of and on the express condition that the sum be expended for the purpose of carrying out the objectives of Grantee's Project as identified in Exhibit A, County hereby grants to Grantee a total sum not to exceed Two Hundred Thousand Dollars (\$200,000) for Grantee's FY 2024-25 activities. Except as expressly set forth herein, in no event shall the County's total fiscal obligation under this Agreement exceed this amount.

Notwithstanding the paragraph above:

- 1) If County exercises its first option under Section 2 to extend the Term of the Agreement from July 1, 2025 to June 30, 2026 (i.e., for FY 2025-26), County shall grant to Grantee an additional amount not to exceed Two Hundred Thousand Dollars (\$200,000) for Grantee's FY 2025-26 activities, plus any remaining unclaimed FY 2024-25 grant amounts if so approved by County in writing; and
- 2) If County exercises its second option under Section 2 to extend the Term of the Agreement from July 1, 2026 to June 30, 2027 (i.e., for FY 2026-27), County shall grant to Grantee an additional amount not to exceed Two Hundred Thousand Dollars (\$200,000) for Grantee's FY 2026-27 activities, plus any remaining unclaimed FY 2024-25 or FY 2025-26 grant amounts if so approved by County in writing.

In no event shall the total amount granted to Grantee pursuant to this Agreement, including the above-contemplated extensions thereto, exceed Six Hundred Thousand Dollars (\$600,000).

Grantee agrees that it will diligently pursue Project to completion and seek reimbursement for actual costs according to the invoice requirements found in this Agreement. If Project is uninitiated or incomplete, or if the not-to-exceed amount for each fiscal year has not been fully claimed and/or reimbursed, grant funds for any given fiscal year will be forfeited unless Grantee requests and obtains the County's written approval thereof. Any request(s) by Grantee for extensions and/or to carry-over unclaimed/un-reimbursed funds shall be submitted to the County on or before April 30th of each fiscal year. Grantee acknowledges and understands that County retains sole discretion to consider/decide Grantee's request(s) for extensions and/or to carry-over unclaimed/un-reimbursed funds, and that Grantee's act of making such request(s) does not guarantee that any request(s) will be granted.

Grantee agrees to assume any obligation to secure and furnish any additional funds that may be necessary to carry out its Project. Funds granted under this Agreement shall not be disbursed until execution of this Agreement by County and Grantee.

Grant disbursements shall be made to Grantee on a reimbursement basis and all requests for reimbursement are subject to approval by County, which approval shall not be unreasonably withheld. County shall reimburse Grantee for actual costs incurred thirty (30) calendar days after receipt of a satisfactory invoice. Invoices shall be accompanied by back up documentation (e.g., receipts for professional services rendered, salary and benefits back up, etc.), submittal of any required summary reports outlined in Exhibits A or B, and any additional information reasonably requested by County to substantiate a request for reimbursement. The County reserves the right to change the disbursement method during the term of this Agreement.

INVOICES: Requests for reimbursement should: (1) be made on the organization's official letterhead; (2) include the date of invoice, service period, amount requested, and Agreement number; and (3) be submitted to: parks_accounting@smcgov.org.

4. Relationship of Parties

Notwithstanding any publicity or other references to the County required to be made in connection with the Project as set forth in Exhibit A, Grantee understands and agrees that the Project performed under this Agreement is not performed by Grantee as an independent contractor of the County or as an employee of County and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of County contractors or County employees. Grantee acknowledges and agrees that it is not, and will not hold itself out as, an agent, partner, or co-venturer of the County, and that this Agreement is not intended to and does not create an agency, partnership, or joint venture between the Parties.

5. Project Administration

The Parties agree that the Project as described in Exhibit A shall not be altered without a written amendment to this Agreement, signed by both the County and the Grantee. Grantee shall provide written reports to the County's authorized representative in accordance with Exhibit B.

6. Hold Harmless

Grantee 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 performed of Grantee in furtherance of the Project 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 Grantee or its employees/officers/agents/volunteers;

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

(C) any sanctions, penalties, or claims of damages resulting from Grantee's failure to comply with any applicable federal, state, or local laws or regulations; 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, Grantee'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 Grantee 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.

7. Insurance

a. General Requirements

Prior to its receipt of any funds pursuant to this Grant Agreement, Grantee shall obtain all insurance required under this Section and such insurance shall be subject to the approval by County's Risk Management, and Grantee shall use diligence to obtain such insurance and to obtain such approval. Grantee shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Grantee's coverage to include the contractual liability assumed by Grantee 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

Grantee 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, Grantee 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 or continuing the performance of Project work for which it would receive grant funds.

c. Liability Insurance

Grantee shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Grantee 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 Grantee's operations under this Agreement, whether such operations be by Grantee, 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:

- Comprehensive General Liability... \$1,000,000
- Motor Vehicle Liability Insurance... \$1,000,000
- 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 any further payment pursuant to this Agreement.

8. Reimbursable Travel Expenses

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

- a. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- b. Any mileage reimbursements for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- c. 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.

- d. 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 percent of the fare amount.
- e. Travel-related expenses are limited to: lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers, or hotel staff), breakfast, lunch, dinner, and mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- f. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (e.g., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

9. Prevailing Wage

When applicable, Grantee hereby agrees that all persons providing labor on the Project will be paid not less than prevailing rates of wages and that Grantee will ensure compliance with all 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 County's 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 on the Project to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally, when applicable, Grantee agrees the Project will meet the following requirements:

- No contractor or subcontractor may be listed on a bid proposal for the Project 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 on the 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.

10. Assignability and Subcontracting

Grantee shall not assign this Agreement or any portion of it to a third party. Except as set forth in Exhibit A, Grantee shall not subcontract with a third party to perform the Project. 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 and the County shall have the right to a refund of all funds disbursed under this Agreement.

11. Compliance With Laws

All services to be performed by Grantee in connection with the Project shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including, but not limited to, any laws related to payment of prevailing wages pursuant to the California Labor Code. In connection with the Project, Grantee bears responsibility to obtain, at Grantee's expense, any license, permit, or approval required from any agency.

12. Compliance with County Employee Jury Service Ordinance

Grantee shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Grantee 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 Grantee, 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 Grantee or that the Grantee may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Grantee certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Grantee has no employees in San Mateo County, it is sufficient for Grantee to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Grantee 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, Grantee 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); Grantee acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

13. Retention of Records; Right to Monitor and Audit

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

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

(c) Grantee 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.

14. Merger Clause; Amendments

This Agreement, including Exhibits, constitutes the sole Agreement of the parties regarding the Grant, 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 concerning the Grant that are not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. 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.

16. 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 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:	In the case of Grantee, to:
County of San Mateo Parks Department Parks Contracts 455 County Center, Fourth Floor Redwood City, CA 94063 Email: parks_contracts@smcgov.org Phone: (650) 363-4020	Kellyx Nelson/Executive Director San Mateo Resource Conservation District 80 Stone Pine Road, STE 100 Half Moon Bay, CA 94019 Email: kellyx@sanmateorcd.org Phone: 650-712-7765 x 102

17. Electronic Signature

Both County and Grantee 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.

18. Payment of Permits/Licenses

Grantee bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Grantee's own expense. Failure to do so will result in forfeit of any right to compensation under 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 Grantee: **San Mateo Resource Conservation District**

Grantee Signature

Date

Grantee Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

The County and Grantee agree that the grant funds shall only be used to further the goals of the following Project, described below and in the June 2024 Board transmittal and resolution, incorporated herein by reference.

1. Grantee Project Summary and Budget

The Grantee will serve and directly benefit San Mateo County ("SMC") communities by protecting emergency access, defensible space, and improving resilience against anticipated hazards created by wildfire, erosion, flooding, sea level rise, and drought. Grantee shall:

- a) Provide program oversight and administration, including but not limited to reporting, project management, and vendor and partner coordination and management.
- b) Improve the safety and resilience of SMC communities against risks posed by wildfire, coastal erosion, and sea level rise, and stormwater runoff, Grantee will identify, facilitate, and develop plans and permits necessary for the implementation of at least four projects along critical emergency access and evacuation corridors and roads. These projects will improve community resilience by protecting evacuation corridors from threats posed by wildfire, stormwater, sea-level rise, or other environmental hazards. Anticipated project sites have been identified and prioritized in consultation with the Department of Emergency Management, Department of Public Works, CAL FIRE, County Fire, local fire districts, and community members, and include improving stormwater drainage and erosion to protect 2nd Street in Montara; planning for improvements to Highway 1 in areas vulnerable to sea level rise; and fuel load reduction along Highway 1 in Pacifica, Highway 92 near Skyline Boulevard, and Alpine Road in La Honda.
- c) Provide technical assistance services to SMC land managers and/or residents, including protecting emergency access to their property from environmental hazards outlined in the County of San Mateo's Local Hazard Mitigation Plan. Technical assistance services will be provided to land managers and/or residents on a case-by-case basis, responding to community needs as they arise, so outcomes will vary depending on each situation. Technical assistance services will aim to protect evacuation routes or other critical infrastructure so that they maybe be used during and after natural disaster events such as floods and fires. These services involve site visits by RCD staff with land managers and/or residents to identify hazards related to stormwater runoff, vegetation encroachment, geologic hazards, flooding, erosion, and other hazards. Land managers and/or residents are then advised of actions that can be taken to reduce or mitigate the identified hazards. The Grantee anticipates providing technical services to 20 land managers and/or residents over three years.
- d) Provide coordination, outreach, and education services including, but not limited to community events, print, and website outreach materials related to local environmental hazards, as well as outreach materials and events for projects being planned to protect emergency routes and other infrastructure. Outreach and education materials will be available in English, Spanish, and any other language requested by the County and/or required by County laws, regulations, and/or policies.
- e) Provide other services for projects related to resilient landscapes and risk mitigation to SMC communities with prior approval from the County. This task enables the Grantee to respond to emerging priorities related to emergency access in coordination with, and with written approval from, the County. Deliverables and outcomes for this work will be established prior to implementation.

Should the County approve extensions to the term of this Agreement pursuant to Sections 2 and 3 of this Agreement, all work performed shall be completed by June 30, 2027. Grantee shall document the work performed and specific outcomes achieved under this Agreement and provide a status report upon invoicing the County. The status reports will include outcomes such as specifics about project sites and status of design and permit development, coordination activities and outcomes, and other appropriate metrics that show measurable outcomes.

The Grantee is a special district formed under California law to be locally governed with the independent board of directors that are accountable to our local communities, and all portions of the scope of the Project work that constitutes public works shall be competitively procured by the Grantee. Grantee will select all consultants and contractors through its own procurement process, which shall abide by all applicable laws, rules, and regulations.

In no event shall the total amount granted to Grantee pursuant to this Agreement, including the contemplated extensions referenced in Section 3 of this Agreement, exceed Six Hundred Thousand Dollars (\$600,000).

A further breakdown of projected costs funded by Measure K is shown below:

FY 2024-25	Budget	Additional Information
Personnel	\$53,300	An estimated 533 hours at an average fully loaded billing rate of \$100 per hour (i.e., salary and benefits). Staff time will be spent advancing and developing emergency preparedness projects, providing technical services and coordination, providing outreach and engagement to coastal communities about hazard reduction strategies, and project administration and management.
Administration/Overhead	\$26,087	Administration and/or overhead costs must be equal to or less than 15 percent of the total not to exceed amount each fiscal year. Administration and/or overhead costs above 15 percent will not be reimbursed.
Materials and Supplies	\$1,946	Costs will support outreach and educational events and materials.
Consulting and Professional Services	\$118,667	Grantee will hire and oversee consultants, engineers, and contractors to help with emergency preparedness projects. Consulting and professional services consists of project development (\$75,334), which advances projects along critical emergency corridors that address risks; technical services (\$33,333) that protect and improve emergency access to

		public and private properties in SMC; and coordination and outreach (\$10,000) to support the Grantee with coordination and outreach to land managers and/or residents, communities, NGOs, municipalities, and other local agencies about nature based solutions, regional planning, and hazard mitigation for emergency preparedness.
FY 2025-26*	Budget*	Additional Information*
Personnel	\$53,300	An estimated 533 hours at an average fully loaded billing rate of \$100 per hour (i.e., salary and benefits). Staff time will be spent advancing and developing emergency preparedness projects, providing technical services and coordination, providing outreach and engagement to coastal communities about hazard reduction strategies, and project administration and management.
Administration/Overhead	\$26,087	Administration and/or overhead costs must be equal to or less than 15 percent of the total not to exceed amount each fiscal year. Administration and/or overhead costs above 15 percent will not be reimbursed.
Materials and Supplies	\$1,946	Costs will support outreach and educational events and materials.
Consulting and Professional Services	\$118,667	Grantee will hire and oversee consultants, engineers, and contractors to help with emergency preparedness projects. Consulting and professional services consists of project development (\$75,334), which advances projects along critical emergency corridors that address risks; technical services (\$33,333) that protect and improve emergency access to public and private properties in SMC; and coordination and outreach (\$10,000) to support the Grantee with coordination and outreach to land managers and/or residents, communities, NGOs, municipalities, and other local agencies about nature

FY 2026-27*	Budget*	Additional Information*
Personnel	\$53,300	An estimated 533 hours at an average fully loaded billing rate of \$100 per hour (i.e., salary and benefits). Staff time will be spent advancing and developing emergency preparedness projects, providing technical services and coordination, providing outreach and engagement to coastal communities about hazard reduction strategies, and project administration and management.
Administration/Overhead	\$26,087	Administration and/or overhead costs must be equal to or less than 15 percent of the total not to exceed amount each fiscal year. Administration and/or overhead costs above 15 percent will not be reimbursed.
Materials and Supplies	\$1,946	Costs will support outreach and educational events and materials.
Consulting and Professional Services	\$118,667	Grantee will hire and oversee consultants, engineers, and contractors to help with emergency preparedness projects. Consulting and professional services consists of project development (\$75,334), which advances projects along critical emergency corridors that address risks; technical services (\$33,333) that protect and improve emergency access to public and private properties in SMC; and coordination and outreach (\$10,000) to support the Grantee with coordination and outreach to land managers and/or residents, communities, NGOs, municipalities, and other local agencies about nature based solutions, regional planning, and hazard mitigation for emergency preparedness.

*Approved budget only if the term of the Agreement is extended by the County.

Exhibit B

In accordance with the terms of this Grant Agreement, Grantee will provide, or cause to be provided the services for the Project detailed in Exhibit A and will report back to the County regarding various performance measures including, but not limited to, those noted below. Such reporting data shall be delivered to the County on a quarterly basis. In addition, Grantee agrees to provide descriptive information about the Project funded by the Measure K grant upon reasonable request of the County, including, but not limited to, the County Executive’s Office, the County Communications Officer, or the Supervisorial District Office.

<u>Performance Measures</u>	<u>Targets</u>
FY 2024-25	
<p>(1) Percentage of services¹ provided to geographically high-risk communities².</p> <p>(2) Percentage of San Mateo County land managers and/or residents receiving technical assistance services from Grantee stating that the services they received made them feel better prepared for a disaster.</p> <p>(3) Improve emergency access and evacuation routes for communities that are vulnerable to environmental hazards.</p> <p>(4) Provide technical assistance with the goal of mitigating hazards and improving evacuation routes for communities or residents that are vulnerable to environmental hazards.</p>	<p>(1) 100%</p> <p>(2) 85%</p> <p>(3) 50% completion of designs and permits at one project location</p> <p>(4) 100% completion of technical assistance provided to 5 land managers and/or residents in SMC</p>
FY 2025-26*	
<p>(1) Percentage of services provided to geographically high-risk communities.</p> <p>(2) Percentage of San Mateo County land managers and/or residents receiving technical assistance services from Grantee stating that the services they received made them feel better prepared for a disaster.</p> <p>(3) Improve emergency access and evacuation routes for communities that are vulnerable to environmental hazards.</p> <p>(4) Provide technical assistance with the goal of mitigating hazards and improving evacuation routes for communities or residents that are vulnerable to environmental hazards.</p>	<p>(1) 100%</p> <p>(2) 90%</p> <p>(3) 100% completion of designs and permits at one project location</p> <p>4) 100% completion of technical assistance provided to 10 land managers and/or residents in SMC</p>

¹ As outlined in Exhibit A.

² There is no single reference for high-risk communities, but there are several resources available that will help determine risk factors of communities against specific hazards, including the [San Mateo County Local Hazard Mitigation Plan](#), [San Mateo County Adopted Maps](#), [California Earthquake Hazards Zone Application](#), [San Mateo County Hazards and California State Fire Severity Zones](#), and [San Mateo County Tsunami Hazard Areas](#).

FY 2026-27*	
(1) Percentage of services provided to geographically high-risk communities.	(1) 100%
(2) Percentage of San Mateo County land managers and/or residents receiving technical assistance services from Grantee stating that the services they received made them feel better prepared for a disaster.	(2) 90%
(3) Improve emergency access and evacuation routes for communities that are vulnerable to environmental hazards.	(3) 100% completion of designs and permits at four project locations in SMC.
(4) Provide technical assistance with the goal of mitigating hazards and improving evacuation routes for communities or residents that are vulnerable to environmental hazards.	(4) 100% completion of technical assistance provided to 20 land managers and/or residents in SMC.
FY 2024-27*	
Provide coordination and technical assistance services to partners, and land managers and/or residents to advance resiliency actions on critical infrastructure related to emergency access and evacuation.	Provide technical assistance to at least 20 land managers and/or residents in San Mateo County to improve emergency access.
Provide coordination, outreach, and education services to high-risk communities regarding hazards associated with wildfire, erosion, flooding, sea level rise, and drought via print and online media, workshops, and other events.	Engage with, and educate, 200 San Mateo County residents in English and Spanish, or any other language required or requested by the County.

*Performance measures and reporting requirements shall be required if the term of the Agreement is extended by the County.

Performance updates, results, and data must be submitted on a quarterly basis and follow the schedule below:

- First quarter (i.e., July 1st to September 30th) reports due by October 15th.
- Second quarter (i.e., October 1st to December 31st) reports due by January 15th.
- Third quarter (i.e., January 1st to March 31st) reports due by April 15th.
- Fourth quarter (i.e., April 1st to June 30th) reports due by July 15th of the following fiscal year.

A final report is also due at Project completion. The final report will include the results of the Project, performance data, a breakdown of costs, and a summary of the outcome of the Project.

Invoicing: Payment will be made within thirty (30) days of receipt of an adequate invoice by the San Mateo County Parks Department's Accounting Unit. County shall have the right to withhold payment if County determines the quantity and/or quality of the work performed is unacceptable or if performance reports are not submitted by the deadlines listed above.

Grantee shall provide County with a written itemized invoice that allows the County to reconcile the work performed. Grantee shall provide a description of monthly expenses, evidence of work performed, or of costs incurred, including, but not limited to, performance measures, timesheets, activity logs, copies of bills, and/or packing slips. Invoices will only be accepted and processed monthly.

Grantee shall include a written certification that the costs were actually incurred for the Project and that the supporting documentation is true, correct, and complete. Personnel rates shall be based upon the Grantee's billing schedule, which is referenced under Exhibit A as part of this Agreement. Administration and/or overhead costs must be equal to or less than 15 percent of the total not to exceed amount each fiscal year. Administration and/or overhead costs above 15 percent will not be reimbursed.

All invoices shall include the agreement number, project location, dates of service, and specified work completed.

In no event shall the total amount granted to Grantee pursuant to this Agreement, including the contemplated extensions referenced in Section 3 of this Agreement, exceed Six Hundred Thousand Dollars (\$600,000).

See Sections 2 and 3 of this Grant Agreement for additional details and requirements.

Remit invoices to: parks_accounting@smcgov.org.

Requests for reimbursement should be made on the organization's official letterhead and include the date of invoice, service period, amount requested, and Agreement number.