

**AMENDMENT TO AGREEMENT NO. 3800023R079763
BETWEEN THE COUNTY OF SAN MATEO AND
PLACEWORKS, INC**

THIS AMENDMENT TO THE AGREEMENT, entered into this 30th day of August, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PlaceWorks, Inc, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for the Multi-Jurisdictional Safety Element Project services on June 15, 2023; and

WHEREAS, the parties wish to amend the Agreement to revise the scope of work and increase the amount by \$70,993 for a total amount not to exceed \$1,295,009.

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

1. The third sentence of Section 3, "Payments," of the Agreement is amended to read as follows:

In no event shall County's total fiscal obligation under this agreement exceed One Million Two Hundred Ninety-Five Thousand Nine Dollars (\$1,295,009).

2. Original Exhibit A is amended to add Exhibit A-1 (rev. August 30, 2024), as attached to this Amendment, as follows:

Task 11 as set forth in Exhibit A-1 (rev. August 30, 2024) is added to the Scope of Work in Exhibit A.

The "Price Proposal," including Table 3 and Table 4, in Exhibit A-1 (rev. August 30, 2024) replaces the "Price Proposal" in Exhibit A in its entirety.

3. Original Exhibit B is replaced by Exhibit B-1 (rev. August 30, 2024) in its entirety, as attached to this Amendment.

- 4. All other terms and conditions of the agreement dated June 15, 2023, between the County and Contractor shall remain in full force and effect.**

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

For Contractor: PlaceWorks, Inc

Tammy Seale
Contractor Signature

August 1, 2024
Date

Tammy L. Seale
Contractor Name (please print)



For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A-1 (rev. August 30, 2024)

Multi-Jurisdictional Safety Element Project
Revisions to Scope of Work and Price Proposal



Task 11: Drought Resilience Plan

11.1 Drought Resilience Plan and Task Force Project Management

Participating Jurisdictions: San Mateo County.

PlaceWorks will support project management for the Department of Water Resources (DWR) grant that is funding the work on the County Drought Task Force (CDTF) and the County Drought Resilience Plan (DRP).

PlaceWorks will include details about the DRP billings as part of the PREP monthly invoices and associated summary memos. These memos include information about the work billed in each task and subtask. The memos and invoices will also include appropriate backup documentation specific to their work related to the CDTF and the DRP to support grant reporting requirements.

PlaceWorks will prepare up to six (6) quarterly reports for County Staff to submit to DWR. The quarterly reports will be prepared as specified in Exhibit F of the Funding Agreement Between the State of California Department of Water Resources and County of San Mateo.

PlaceWorks will prepare a Draft Grant Completion Report that County Staff will submit to DWR for their comment. PlaceWorks will then prepare final Grant Completion Report incorporating DWR comments. The Grant Completion Report will be prepared as specified in Exhibit F of the Funding Agreement Between the State of California Department of Water Resources and County of San Mateo.

Deliverables:

- » Monthly invoices and progress memos for DWR Grant
- » Quarterly reports for DWR Grant, up to six (6)
- » Grant Completion Report (final and draft, electronic)

11.2 Drought Resilience Plan and Task Force Outreach

Participating Jurisdictions: San Mateo County.

PlaceWorks will update the draft Community Engagement Plan (CEP) to incorporate outreach activities for the DRP and CDTF. The draft updates to the CEP will be shared with the Steering Committee, the County's DRP staff team, and the CDTF for review and input.

Additional outreach activities may include hosting a drought-specific community workshop, adding expanded content related to drought to the Safety Element Update outreach events, including community group meetings supported by CBO partners, and expanding stakeholder meetings to coordinate with cities and local water agencies. The project team may instead conduct alternative outreach activities, or more of certain types of activities and less of others, as long as the overall task budget remains unchanged, and the activities have been approved by the County. PlaceWorks will work with County staff and the CDTF to identify the most appropriate number and types of outreach activities at key phases of the DRP efforts, working within the budget assigned to this task.

PlaceWorks will design the outreach materials, including graphics and illustrations, and provide language translation of these materials from English to Spanish. PlaceWorks will ensure there is sufficient time to review and translate materials prior to distribution.



PlaceWorks staff will update the website to include information related to the DRP and CDTF. PlaceWorks will document the DRP and CDTF in the Community Input Report.

Deliverables:

- » Update to website
- » Drought-specific community engagement integrated with Safety Element Update events or as dedicated events.
- » Drought-specific stakeholder meetings integrated with Safety Element Update events or as dedicated events.

11.3 County Drought Task Force

Participating Jurisdictions: San Mateo County.

PlaceWorks will assist County staff in establishing a standing Drought and Water Shortage Task Force, or County Drought Task Force (CDTF), to facilitate drought and water shortage preparedness for state small water systems and domestic well owners within the County's jurisdiction and support any planning related to the DRP. A County staff person will be designated to act as the Task Force Coordinator. The Task Force Coordinator will work with the consultant for technical support for this task, including managing the task force budget and meeting coordination. PlaceWorks anticipates providing support for six meetings, which will be virtual, before transitioning the task force to be run wholly by County staff. Representatives from the state and other local governments, including groundwater sustainability agencies and community-based organizations, local water suppliers, and residents, will be invited to participate in the CDTF. Activities under this task include:

- a. Initial formation planning
- b. Facilitation support for the initial implementation period of six meetings
- c. Plan to transition to County's independent operation after six meetings
- d. Capacity and partnership development
- e. Outreach, communication, engagement, and education

Deliverables:

- » CDTF agendas and meeting minutes
- » Record that invited membership is inclusive of those listed in SB 552
- » Plan to maintain a standing CDTF

11.4 Drought and Water Shortage Risk Assessment

Participating Jurisdictions: San Mateo County.

PlaceWorks will complete a Drought and Water Shortage Risk Assessment as part of the overall Safety Element Vulnerability Assessment (Task 3.7). This work will involve some additional analysis of water and drought conditions beyond what is considered in Task 3.7, including information about well locations, evaluation of pathways about how the potential impacts of drought and other water shortage may occur, and a discussion of how drought may impact people, economy, and environments in San Mateo County. The consultant and participating agencies will convene to identify sensitive populations throughout the county.

The findings of the Risk Assessment will be used to develop short-term response actions and long-term



mitigation strategies. PlaceWorks will include a summary of the Risk Assessment in the Vulnerability Assessment summary (Task 3.8), but this summary will also be able function as a stand-alone document.

This subtask will follow the Risk Assessment steps described in Chapter 3 of the County Drought Resilience Plan Guidebook, consistent with the overall approach for the Vulnerability Assessment:

- a. Describe the hazard
- b. Define the scope and community assets
- c. Conduct vulnerability assessment
- d. Analyze risks
- e. Summarize assessment
- f. Assess capabilities

To the extent that the County and other agencies are able to provide the necessary data, the Risk Assessment will also consider:

- a. Locations of domestic wells, private surface water systems, and state small water systems
- b. Key areas where residents rely on domestic wells, private surface water intakes, and state small water systems, and their status of social vulnerability
- c. Data gaps for state small water systems and domestic wells
- d. Barriers for state small water systems and domestic wells

Deliverables:

- » Report of data and descriptions of drought hazards
- » Community asset dataset
- » Summary report of risk assessment in the Vulnerability Assessment summary, including maps and figures

11.5 Identify Drought Response Actions

Participating Jurisdictions: San Mateo County.

Based on the Drought and Water Shortage Risk Assessment in Task 11.4, PlaceWorks, in consultation with the CDTF, will develop short-term drought response actions and long-term drought mitigation strategies. The strategies will be compiled into a summary report, which will consider the following:

- a. Emergency and interim drinking water solutions
- b. Assessment, design, and plan for mutual aid agreements, interties, interim and emergency response provisions
- c. Plan for consolidations for existing water systems and domestic wells and connecting high-risk domestic well and other private-supplied residences with a more reliable water source
- d. Domestic well drinking water mitigation programs
- e. Permit streamlining and coordination
- f. Analysis of steps necessary to implement the response actions
- g. Analysis of local, state, and federal funding sources available to implement the DRP

PlaceWorks will develop implementation measures that build upon data collection efforts, the Drought and Water Shortage Risk Assessment, and community and stakeholder feedback. These measures will be organized into a framework that will detail the specific steps required to implement Safety Element policies



that are particularly related to drought. The framework indicates which agencies, partners, or departments are responsible for various implementation measures. PlaceWorks will also prepare recommendations for each implementation measure, including strategies for the: (1) monitoring and evaluation of implementation of measures; (2) bundling of measures to optimize efficiencies in funding, planning, and implementation; and (3) incorporation of new, best available science and best management practices.

Deliverables:

- » Summary Report on short-term drought response actions and long-term drought mitigation strategies (electronic, draft and final, for San Mateo County)

11.6 Compile Drought Response Plan

Participating Jurisdictions: San Mateo County

PlaceWorks will assemble the results of the Drought and Water Shortage Risk Assessment and Drought Response Actions into policy updates for the Safety Element and DRP that can be incorporated as an appendix to the Safety Element in the County's General Plan.

Deliverables:

- » Administrative and public review drafts of the DRP as an appendix to the Safety Element



PRICE PROPOSAL

The approved budget to complete the scope of work described in the original proposal is \$1,224,016 for the baseline scope of work plus add-on tasks, expenses, and a contingency budget. The addition of the Drought Resilience Plan as described in Task 11 increases the total project budget by \$70,993, from \$1,224,016 to \$1,295,009 as shown in Table 3.

Table 4 shows the fee proposal broken down by agency.

PlaceWorks bills its work on a time-and-materials basis with monthly invoices.

Assumptions

In addition to the assumptions for the scope of work, this cost estimate assumes that:

- PlaceWorks bills its work on a time-and-materials basis with monthly invoices.
- Our cost estimate includes the meetings as scoped. Additional meetings will be billed on a time-and-materials basis at the direction of the CPC Project Manager. At least one member of the project management team will attend project meetings, public workshops, and other public meetings identified in the scope.
- All products will be submitted to the City in electronic format, which includes Microsoft Word, Microsoft Excel, and Adobe Acrobat.
- Participating Jurisdiction staff will be responsible for TAC, planning commission, City Council/Board of Supervisors, and advisory body meeting logistics, including coordination, document production, applicable public noticing, mailing costs, room reservations, room set-up and take-down, refreshments, and final preparation and posting of staff reports.



Table 4 – PlaceWorks Fee Proposal - By Agency

Baseline Scope of Work	COUNTY		CITIES							ALL
	San Mateo	Atherton	Belmont	Brisbane	Burlingame	East Palo Alto	Half Moon Bay	Pacifica	San Bruno	Total
Task 1. Project Coordination and Communication	\$ 14,095	\$ 10,525	\$ 14,095	\$ 6,223	\$ 14,095	\$ 14,095	\$ 14,095	\$ 5,570	\$ 14,095	\$ 106,888
Task 2. Community Engagement and Equity Approach	\$ 102,394	\$ -	\$ 19,754		\$ 19,754	\$ 19,754	\$ 19,754		\$ 19,754	\$ 201,166
Task 3. Develop Vulnerability Assessment and Hazard Maps	\$ 67,839	\$ 15,180	\$ 15,180	\$ 18,530	\$ 18,530	\$ 18,530	\$ 18,530	\$ 18,530	\$ 18,530	\$ 209,380
Task 4. Background Information on Hazards	\$ 10,082	\$ 5,761	\$ 5,761	\$ 5,761	\$ 5,761	\$ 5,761	\$ 5,761		\$ 5,761	\$ 50,412
Task 5. Goals, Objectives, and Policies	\$ 29,865	\$ 14,933	\$ 14,933		\$ 14,933	\$ 14,933	\$ 14,933		\$ 14,933	\$ 119,461
Task 6. Implementation Measures	\$ 19,858	\$ 9,929	\$ 9,929		\$ 9,929	\$ 9,929	\$ 9,929		\$ 9,929	\$ 79,432
Task 7. Safety Elements Drafted for Jurisdictions	\$ 25,591	\$ 12,796	\$ 12,796		\$ 12,796	\$ 12,796	\$ 12,796		\$ 12,796	\$ 102,365
Task 8. CEQA Analysis (Exemption or Addendum)	\$ 10,190	\$ 10,190	\$ 10,190		\$ 10,190	\$ 10,190	\$ 10,190		\$ 10,190	\$ 71,329
Task 9. Board of Forestry Review	\$ 3,381		\$ 3,381				\$ 3,381			\$ 10,144
Task 10. Public Agency Board – Review & Approval	\$ 11,526	\$ 11,526	\$ 11,526		\$ 11,526	\$ 11,526	\$ 11,526		\$ 11,526	\$ 80,682
Task 11. Drought Resilience Plan	\$ 70,993									\$ 70,993
PW Reimbursable Expenses (Website Hosting, GIS fee, limited travel)	\$ 3,296	\$ 961	\$ 961	\$ 961	\$ 961	\$ 961	\$ 961	\$ 961	\$ 961	\$ 10,987
PlaceWorks Total	\$ 369,111	\$ 91,801	\$ 118,507	\$ 31,476	\$ 118,475	\$ 118,475	\$ 121,857	\$ 25,061	\$ 118,475	\$ 1,113,239
Add-On Tasks	San Mateo	Atherton	Belmont	Brisbane	Burlingame	East Palo Alto	Half Moon Bay	Pacifica	San Bruno	Total
Additional TAC Meeting Support & Attendance	\$ 8,960									\$ 8,960
Additional Public Agency Meetings	\$ 5,142					\$ 1,714			\$ 1,714	\$ 8,570
Contingency - CEQA (Initial Study/Negative Declaration/AB 52 consultation)	\$ 12,821		\$ 12,821			\$ 12,821	\$ 12,821	\$ -	\$ 12,821	\$ 64,105
Contingency - General (5% or 10%)	\$ 31,225	\$ 4,590	\$ 11,851	\$ 3,148	\$ 11,848	\$ 12,019	\$ 12,186	\$ 1,253	\$ 12,019	\$ 100,135
PlaceWorks Total	\$ 427,259	\$ 96,391	\$ 143,178	\$ 34,623	\$ 130,323	\$ 145,029	\$ 146,863	\$ 26,314	\$ 145,029	\$ 1,295,009

Exhibit B-1 (rev. August 30, 2024)

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:

Contractor shall submit monthly invoices for services rendered during the prior month to the Community Planning Collaborative Project Manager and planning_fiscal@smcgov.org, identifying the Agreement Number, specific work completed, the contract do-not-exceed amount, and the amount remaining unspent under this Agreement. The invoice shall be based on the hourly billing rates set forth in the table (“PlaceWorks Fee Proposal – Detailed by Task”) in Exhibit A. County shall pay Contractor within 30 business days of receipt of a satisfactory invoice.

In no event shall total payment for services under this Agreement exceed One Million Two Hundred Ninety Five Thousand Nine Dollars (\$1,295,009) without a written amendment signed by both parties.