

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND RAIMI + ASSOCIATES

This Agreement is entered into this 16 day of February, 2026, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Raimi + Associates, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of project management, data analysis, decarbonization policy, and community engagement support services.

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

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 inconsistent with the degree of skill and care ordinarily used by other reputable members of Contractor's profession, practicing in the same or similar locality and under similar circumstances. In no event shall County's total fiscal obligation under this Agreement exceed two hundred fifty thousand dollars (\$250,000). 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 February 16, 2026, through June 30, 2028.

5. Termination

This Agreement may be terminated by Contractor or by the County Executive 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. The Contractor is not responsible, and liability is waived by the County against the Contractor for use by the County or any other person of any modified data, reports, plans, or drawings without the Contractor's written consent. Additionally, draft products by their very nature are incomplete, and the Contractor shall not be responsible for the completeness and accuracy of draft products

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. **Mutual Hold Harmless**

- (a) It is agreed that Contractor shall defend, hold harmless, and indemnify County and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Contractor and/or its officers, employees, agents, and servants.
- (b) Contractor shall defend, hold harmless, and indemnify County from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Contractor's representatives for services provided under this Agreement.
- (c) It is agreed that County shall defend, save harmless, and indemnify Contractor and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of County and/or its officers and employees.
- (d) The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- (e) In the event of concurrent negligence (or intentional/reckless acts) of County and/or its officers and employees, on the one hand, and Contractor and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

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 General Liability and Motor Vehicle Liability 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.

Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

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: Susan Wright, Program Manager
Address: 455 County Center, 4th floor, Redwood City CA 94063
Telephone: 650-363-4372
Email: swright@smcgov.org

In the case of Contractor, to:

Name/Title: Walker Wells
Address: 448 South Hill St., Suite 512, Los Angeles, CA 90013
Telephone: 310-922-8443
Email: walker@raimiassociates.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. 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; provided that if Contractor utilizes Southwest Airlines for authorized air travel, it may purchase the basic "Choice" class airfare (not Choice-preferred). 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.

20. Attachment IP

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.

* * *

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

For Contractor: **Raimi + Associates**



Contractor Signature

1-6-26

Date

Matthew D. Raimi

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services for the Existing Building Decarbonization Roadmap for Unincorporated County Areas:

Task 1: Project Management

Task 1.1: R+A will schedule and facilitate regular and ad hoc meetings with County staff to provide updates on project progress and receive feedback. The R+A team and County staff will initiate the project with a one-and-a-half-hour virtual kickoff meeting. This meeting will focus on a discussion of project goals, ongoing climate planning efforts in the County, opportunities and constraints, and an initial data request. County staff will coordinate with the necessary department staff.

Task 1.2: R+A will create a Project Workplan that includes a list of required tasks (including public engagement), the duration of each task, and the work products to be prepared to complete the Roadmap. The 12-month work plan will specify lead and supporting team members and required County actions, including review of work products. R+A will refine and update the work plan and schedule in collaboration with County staff throughout the project.

Task 1 Deliverables

- 1.5-hour virtual kick-off meeting
- Project Workplan (Excel)

Task 2: Building and Community Analysis

Task 2.1: R+A will collect existing data sets to inform the building characterization and community analysis, including but not limited to:

Residential and commercial building stock:

- BayREN Existing Buildings Study
- Bay Area Energy Atlas
- County Assessor
- CoStar
- CEC 2019 California Residential Appliance Saturation Study
- DOE ReStock and ComStock
- PCE Decarbonization Strategy
- Existing data from GHG inventory/ CCAP development
- Local Reach Codes Cost Effectiveness Explorer

Population, demographic, and socioeconomic data:

- CA Department of Finance
- US Census
- ABAG projections
- County General Plan and Housing Element

Climate hazard vulnerabilities

- County Local Hazard Mitigation Plan
- CalAdapt
- CalEnviroScreen
- CDC Social Vulnerability Index

Task 2.2: R+A will work with WSP, a subcontractor to R+A, to create a spatial analysis (GIS maps) of the building types in unincorporated San Mateo County as a population, as well as segmented by major unincorporated areas. This analysis will:

- Identify building stock characteristics including building age, building type, square footage, occupancy (residential, commercial, industrial, civic), etc.
 - If data is available for larger buildings that are reporting to the CEC per AB 802, the analysis will explore detailed characteristics including insulation levels, common types of space heating and cooling systems, water heating types, electrical service, and renewable energy generation.
- Provide estimates of the number of buildings, energy use, and GHG emissions by building type
- Seek to answer the following questions: 1) How many and what types of buildings are in each unincorporated area? 2) What are the primary sources of building emissions in unincorporated areas? 3) What are the most common types of habitability issues? 4) Where are concentrations of rental units and multifamily buildings?

Task 2.3: To understand the social conditions that may influence decarbonization efforts, R+A will develop a spatial analysis (GIS maps) of population characteristics in unincorporated areas overlaid with building characterization information. This analysis will overlay demographic and socioeconomic data, results from the County climate vulnerability analysis, and building stock information. It will also seek to answer the following questions: 1) What are the population characteristics for each unincorporated area and how does that relate to the building stock in that area? 2) Who are the most energy-burdened and resource-constrained residents, and what types of buildings do they in? 3) Do renters experience additional energy-related vulnerabilities as compared to homeowners?

Task 2 Deliverables

- Summary memo (Word): outlining results of Tasks 2.2.1 - 2.2.3. The report will detail the methodology, findings, and recommendations including a mapping analysis of building stock, demographics, and climate vulnerabilities

Task 3: Analysis of Decarbonization Policies and Programs

Task 3.1: R+A will utilize its experience developing decarbonization policy options for other jurisdictions including the City of San José, City of Cupertino, and Clean Power Alliance to develop a summary of program and policy options, best practices, and examples of leading equitable decarbonization efforts for the residential building stock that may be appropriate for unincorporated San Mateo County. Potential strategies may include but are not limited to:

- Building performance standards
- Building reach codes
- Regulations at time of listing/permit/property transfer/major renovation/sale
- Rebates and financial incentives
- Permitting incentives: fee reductions or waivers and streamlining
- Energy assessments and decision tools
- Communications and education campaigns
- Programs targeted at engaging landlords

Task 3.2: R+A will develop a series of evaluation criteria for analyzing the feasibility and impact of the short-term (3-5 year) strategies. The criteria and methodology will reflect the unique building stock and socioeconomic characteristics as outlined in Task 2. The analysis will help to identify priority strategies for unincorporated areas as a whole (2-3 recommendations), and for each major unincorporated area or Community Service Area (CSA) (1-2 recommendations each), with a focus on residential building types. R+A will utilize the BayREN Policy Impact Calculator and R+A's GHG reduction calculator to show impact based on the following criteria:

- Greenhouse gas emissions reduction potential

- Cost and benefits of the proposed measures to the building owner/tenant and County
- Industry trends on electrical appliances including availability, installation and operational costs, and efficiency of different appliance options
- Health and other co-benefits
- Current and upcoming regional, state, and federal policies that may impact local policy
- Major barriers or challenges for each recommended strategy, such as financial and resources barriers, challenges with internal processes, or regional, state, and federal policy

Additionally, this task will analyze equitable policy and program approaches that include environmental, health, safety, and economic concerns. Task 3 will rely on input from community engagement to determine if the criteria are appropriate for the analysis and provide feedback on the resulting priority strategies.

Task 3 Deliverables

- Summary memo (Word): outlining results of Tasks 2.3.1 and 2.3.2. The report will detail methodology, findings, and recommendations.

Task 4: Community Engagement Strategy

Task 4.1: R+A will support stakeholder engagement in collaboration with County staff and Community Based Organization (CBO) partners. The County-identified CBO partners will lead the strategy. R+A will be available to:

- Review and provide written comments on CBO-crafted community engagement strategy.
- Manage meeting logistics including in-person/virtual meeting set-up, meeting notes and summaries.
- Provide facilitation guides and meeting materials as requested, focusing on integrating findings from the analysis in Tasks 2 and 3.
- Provide additional general engagement support if requested by CBO partner (e.g. trainings, event support, outreach tool development, surveys, etc.).

Task 4.2: R+A will facilitate an iterative process to ensure CBO and County staff input is incorporated throughout Roadmap development. R+A will identify how to effectively incorporate results from the Tasks 2 and 3 into the community engagement strategy, to inform engagement efforts and to present the mid-project recommendations for community review and feedback. Strategies to solicit feedback could include a virtual or in-person open house, online survey, or online draft review of the Roadmap using Konveio or similar platform.

Task 4 Deliverables

- Written comments on community engagement strategy document
- Memo (2-3 pages, Word) of how CBO strategy is incorporated into overall Roadmap analysis
- Development of supporting materials as requested (e.g. meeting agendas, facilitation guides, outreach materials) for up to 5 community meetings
- Attendance at up to eight (8) in-person and virtual meetings/workshops, with community-based organizations and other stakeholders
- Participation in 5-10 collaboration meetings with community-based organizations

Task 5. Recommendations and Roadmap

Task 5.1: The performance measure for this project is to develop recommendations that cover 100% of building types in unincorporated San Mateo County. The performance measure will be monitored throughout the development process to ensure successful project completion and allow the project team to adapt, or course correct to stay on track to achieve project goals. R+A will prepare a memo describing how the performance metric was met at the end of the project.

Task 5.2: R+A will develop a Draft Roadmap to share with the County, CBO partners, and select stakeholders as identified through the engagement process for review and comment that summarizes the work, provides recommendations for key actions, and provides detailed 'Community Decarbonization Profiles' for major unincorporated areas. The final format of the Roadmap will be determined with County staff (documented in writing) based on project findings, with an implementation focus, and in a way that is actionable by and most useful to staff. Formats to consider include a PowerPoint slide deck, action plan, etc. The Roadmap will build on the memos developed for previous tasks and include:

- Executive summary (2-4 pages)
- Brief description of the overall methodology and process used to develop the Roadmap
- Brief description of the community engagement process and summary of results
- Recommendations for unincorporated as a whole (2-3 recs) and each major unincorporated area (1-2 recs each) including recommendations tailored to energy-burdened and resource-constrained residents.
- Implementation details for each strategy including cost, funding opportunities, timelines, staff resources required

Task 5.3: R+A will develop a Final Roadmap that incorporates comments from County staff and CBO review, as well as stakeholder and/or public review. The Final Roadmap will also be complemented by an online story map that highlights key messages and recommendations such as neighborhood energy use profiles and related strategies.

Task 5 Deliverables

- Performance measure metric memo (Word)
- Draft Roadmap (Word)
- Final Roadmap report (PDF)
- Up to five (5) meetings (virtual) to present results to select stakeholder groups
- Final GIS/online story map

Task 6. As-needed Services

Task 6.1: Grid Readiness Assessment. This is an optional task. The scope will need to be defined and agreed upon between the consultant and the County in writing if it is decided to move forward with this task. This task may include:

- Peak load estimation for buildings
- EV charging load impact assessment
- Distribution and generation impact assessment

Task 6.2: This task encompasses any additional tasks identified during the duration of the contract for project implementation support and is not included in the fee proposal and would require additional budget. Example tasks include but are not limited to:

- Grant application support
- Analysis needed for project implementation
- Policy development and implementation
- Presentation support at elected and appointed Boards, Commissions and Councils such as Board of Supervisors, Planning Commission, North Fair Oaks Community Council, Pescadero Municipal Advisory Committee.
- Additional community engagement

Project Schedule

Task	Months															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Task 1: Project Management																
1.2 Kick Off Meeting																
1.2 Project Workplan + monthly coordination calls																
Task 2: Building and Community Analysis																
2.1 Data Collection																
2.2 Building Analysis																
2.3 Community Analysis																
Task 3: Analysis of Decarbonization Policies and Programs																
3.1 Identify Potential Recommendations																
3.2 Prioritize Recommendations																
Task 4: Community Engagement Strategy																
4.1 Community Engagement Support																
4.2 County and Community Input Integration																
Task 5: Recommendations and Roadmap																
5.1 Performance Metric																
5.2 Draft Roadmap																
5.3 Final Roadmap																
Task 6: As-needed Services																
6.1 Grid Readiness Assessment TBD																
6.2 Other Tasks, TBD																

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 a time and materials basis. The Contractor will bill invoices on a monthly basis. Invoices must include a description of work completed for each subtask in Exhibit A. The County will pay the Contractor within 30 business days of the County agreeing to the amount and content of the invoice sent by the Contractor.

Billable hourly rates will not increase for the duration of this agreement without prior approval from the County.

Pursuant to Section 3 of the Agreement, County's total payments for services shall not exceed \$250,000.

Rate Schedule

Staff Title	Staff Hourly Rate(s)	Annual Rate Increase (if any)
Principal	\$285	N/A
Senior Planner II	\$190	N/A
Senior Planner I	\$180	N/A
Intermediate Planner/Designer I	\$170	N/A
Planner/Designer/Researcher II	\$140	N/A
Senior Vice President	\$370	N/A
Vice President	\$305	N/A
Assistant Vice President	\$260	N/A
Consultant	\$180	N/A

All invoices must include:

- A. Company letterhead
- B. Current remittance address
- C. Agreement/Contract # (provided by County)
- D. Invoice #
- E. Invoice date
- F. Total cost
- G. Amount owing
- H. Amount previously billed
- I. Amount remaining on agreement
- J. PO# (provided by County)

Contractor shall provide supporting documents concurrently upon invoice submittal, adequate to substantiate the charges. Adequate supporting documents include, but are not limited to: deliverable documents, payroll registers, timesheets, detailed invoices, inspection certificates, activity/participant logs, applicant forms, acceptance letters, survey forms, authorized travel/expense forms, service acknowledgment forms, etc. The types of supporting documents required to verify information on invoices depends on the specified contracted services and, if applicable, costs to be reimbursed. The County reserves the right to withhold payment on invoices until Contractor provides adequate supporting documents. The adequacy of supporting documentation is in the sole discretion of the County.

Timesheets must include at a minimum, employee name, job title, date of hours worked, task hours are applied to, hourly rate, number of hours worked per date, total dollar value per day, per employee.

If reimbursable travel is permitted via this agreement, Contractor must comply with all provisions in Section 19. Reimbursable Travel Expenses. Travel shall only be reimbursed when conducted for tasks specified in Exhibit A of this agreement. Mileage rates shall be paid in accordance with the IRS mileage rate. Copies of Google Maps verifying the mileage from the starting point to the ending point must be submitted with invoices as supporting documents.