

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND REVELL COASTAL**

This Agreement is entered into this 12<sup>th</sup> day of March, 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and "Revell Coastal", hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing consulting services for mapping sea level rise risks, conducting a sea level rise vulnerability assessment, developing an adaptation plan, and providing support on community and stakeholder engagement in partnership with the San Mateo Resource Conservation District and the County along the south coast of San Mateo County.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000). 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 March 12, 2019, through June 30, 2020.

## **5. Termination**

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

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

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

## **6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

## **7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

## **8. Hold Harmless**

### **a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

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

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

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

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

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

**b. Intellectual Property Indemnification**

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

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

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

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

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

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

**c. Liability Insurance**

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

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

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

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

#### **11. Compliance With Laws**

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

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

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

#### **12. Non-Discrimination and Other Requirements**

##### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

##### **b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations

for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

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

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

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

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

#### **h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor 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 if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

#### **14. Retention of Records; Right to Monitor and Audit**

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

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

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via 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: Marcus Griswold, Climate Resiliency Specialist, Office of Sustainability  
Address: County of San Mateo, 455 County Center, 4th Floor, Redwood City, CA 94063  
Telephone: 650-363-1902  
Email: mgriswold@smcgov.org

In the case of Contractor, to:

Name/Title: David L. Revell, President  
Address: 568 Bethany Curve, Santa Cruz, CA 95060  
Telephone: 831-854-7873  
Email: revellcoastal@gmail.com

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

\* \* \*

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

For Contractor: Revell Coastal

 _____	<u>2/13/2019</u> _____	<u>David L. Revell</u> _____
Contractor Signature	Date	Contractor Name (please print)

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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:

### ***Task 1: Project Management and Coordination***

Contractor will provide project management throughout to ensure that the project meets the intended goals on time and within budget. The contractor will coordinate and schedule the steering committee and project management team meetings. The consultant team will communicate and work with County staff, a project management team, and a steering committee throughout the project to ensure all parties are apprised of critical project milestones and are included in project decisions. This will include regular coordination meetings with the team to ensure good communication on upcoming tasks and project milestones. To address the needs of the project, the team will engage and work with other partner agencies and develop focused work groups as needed.

Upon execution of the contract, the consultant team will lead a project kick-off meeting with County staff and the steering committee to confirm and finalize project goals, technical approach, timeline, budget, and roles and responsibilities.

The consultant team will schedule and lead the project management team and steering committee meetings throughout the project. In addition, the consultant team will support ongoing outreach and engagement activities to solicit feedback from the community and stakeholders. The San Mateo County Resource Conservation District (RCD) will lead community and stakeholder engagement activities under a separate contract and will be part of the core project team. The consultant team will support and work with the RCD in community and stakeholder engagement activities throughout the project.

County of San Mateo staff will be responsible for ensuring communication and data sharing, as necessary. The consultant team will be responsible for coordinating meetings including acquiring meeting locations, developing agendas and producing relevant meeting materials, and producing meeting summaries.

Key deliverables for Task 1 will include:

- Complete kick off meeting
- Distribute meeting summaries after each meeting
- Provide written progress reports with each invoice
- Provide timely invoices by email to the Office of Sustainability
- Update work plans, as necessary

### ***Task 2: Sea Level Rise Risk Mapping and Data Synthesis***

A critical step in the development of a sea level rise vulnerability and adaptation plan is the identification and mapping of risk associated with sea level rise. The potential impacts associated with sea level rise include flooding and inundation, wave impacts, erosion of bluffs and shorelines, changes in sediment supply and transport, and saltwater intrusion (CCC 2015).

The mapping and associated data synthesis additionally facilitate effective stakeholder outreach and communications.

## Task 2 Summary

This task will begin following a kickoff meeting to finalize project goals and approach (Task 1). A summary of existing data and studies, models and data gaps, decision memo, and maps will be completed by June 2019.

### 2a. Existing Project and Plan Review

The consultant team will review the most recent available science and modeling on sea level rise and coastal and watershed conditions along the south coast, including the Sea Change San Mateo County Sea Level Rise Vulnerability Assessment, San Mateo County's Hazard Mitigation Plan, Pescadero and Proposed San Gregorio watershed total maximum daily loads, the RCD's Solutions to Flooding on Pescadero Creek Road Report, Butano Channel Resilience Project materials, and other existing literature supporting sea level rise risk mapping through San Mateo County's south coast. In addition, new science as part of California's Fourth Climate Change Assessment will be reviewed and incorporated as appropriate.

### 2b. Existing Data Review

The consultant team will review the most recent available sea level rise data for areas within San Mateo County's south coast. This will include inundation maps, topographic data, and existing digital elevation models that encompass stakeholder asset locations. Sources for the data review will include the USGS CoSMoS Our Coast, Our Future flood mapper, the USGS Hazards Exposure Reporting and Analytics application, hydrologic modeling through San Mateo County's Climate Ready program, sea level rise resources from the Pacific Institute, the Santa Cruz Littoral Cell Regional Coastal Sediment Management Plan, and the updated Federal Emergency Management Administration FIRM maps. Habitat data will include The Nature Conservancy's recently developed habitat analysis of sea level rise impacts along the California coast (<http://coastalresilience.org/project/conservation-assessment/>) and historic wetlands maps.

This work will utilize the most recent census data to evaluate the impact of future sea level rise and coastal hazard exposures to specific neighborhoods within the County. We will focus on various demographic parameters in the census data, including age, primary language, income, and disability. Detailed social equity data collected under San Mateo County's Climate Ready program will be included.

All data collected will be evaluated for suitability for use in the present study. Data gaps in the existing physical data for San Mateo County's south coast will be identified and solutions that meet the County's needs to fill in the data gaps will be proposed. This could include additional sea level rise modeling, or habitat evolution modeling to best fill the data gaps and to support the vulnerability assessment and adaptation plan. These potential data gaps are described in further detail below.

### 2c. Sea Level Rise Scenarios

Establishing sea level rise scenarios will rely on guidance provided by the California Coastal Commission's (CCC's) Interpretive Guidelines for Addressing Sea Level Rise in Local Coastal Programs and Coastal Development Permits (CCC 2015), and the OPC's 2018 Updated Sea Level Rise Guidance, which pose two key questions for establishing scenarios:

1. What is the minimum amount of sea level rise that causes inundation, flooding or erosion concerns?
2. What are the impacts from the worst-case scenario of the highest possible sea level rise plus elevated water levels (high-tide, El Nino, and/or a 100-year flood event)?

Based on the CCC's guidance, the Sea Change San Mateo County Sea Level Rise Vulnerability Assessment specifies several sea level rise scenarios with a 100-year storm event (1 percent annual chance flood event), including a baseline scenario, a mid-level scenario (3.3 ft of sea level rise), and a high-end scenario (6.6 ft of sea level rise). The assessment also includes a coastal erosion scenario, which relies on data from the Pacific Institute with specified planning horizons of 2030, 2050, and 2100, and a maximum sea level rise of 4.6 ft by 2100. The consultant team will also analyze coastal hazards including bluff erosion, coastal flooding, wave impacts, tsunamis, groundwater intrusion/elevation changes, and tidal inundation. The consultant team will include scenarios from the County assessment, and additional scenarios from the USGS CoSMoS model and other relevant models, including models most relevant to the coastal watershed – ocean confluence.

Data Gaps: The consultant team will work to identify any potential data gaps and will develop strategies to address these gaps. Along the southern coast of San Mateo County, dune and cliff erosion is an example of a particularly important process not included in USGS CoSMoS modeling work. Other potential important components to risk mapping may include evaluating the extent of existing coastal cliff erosion hazards, coastal confluence changes, closed barrier breach flood events, and/or modeling of future habitat evolution based on increased duration and depth of flooding. Once existing projects and data sources have been evaluated, potential data gaps and the need for additional modeling will be identified and communicated with the project management team. The potential to address data gaps may be addressed with contingency funds set aside in the budget, which can be authorized in writing.

The consultant team will develop a short summary of each model, including strengths and limitations, gaps, as well as use of the model in other jurisdictions, will be discussed at the steering committee meeting.

#### 2d. Steering Committee Feedback

The consultant team will provide recommendations from Tasks 2a-c to help inform the crucial decision about which model(s), data sources, and scenarios are most appropriate for the vulnerability analyses. Findings on available data and risk mapping, along with recommendations on the approach, resource sectors to be included, scenarios, and potential models will be presented to the steering committee at an in-person meeting. At this meeting, the consultant will solicit feedback from the committee and receive guidance on crucial project decisions prior to finalizing Task 2 risk mapping and data synthesis. This task includes logistics for the Steering Committee meeting including preparation, participation, and follow ups for one meeting.

#### 2e. Sea Level Rise Mapping

The consultant team will produce color-coded maps showing sea level rise impacts to assets on San Mateo County's south coast. The maps will demonstrate timing of impact and will be integrated into San Mateo County's online climate change visualization tool. The consultant team will design the maps and accompanying graphics to align with the Sea Change San Mateo County Vulnerability Assessment graphics style.

The consultant team will produce a final memorandum, which will include for each resource sector within San Mateo County's south coast, a description and qualitative discussion of the relative risk, exposure, and adaptive capacity of the resource. In addition, recommendations will be provided for each resource sector for various sea level rise scenarios.

Key deliverables for Task 2 include:

- Review of all existing and available studies and data.
- Summary of modeling methods and data gaps
- Memo documenting key decisions on the selection of existing and future coastal hazards for mapping, recommendations for sea level rise scenarios, selected sectors/assets and measures of impacts, and a vulnerability profile template to map results in the vulnerability study.
- Template for the sea level rise impact maps
- One project team meeting and one steering committee meeting to solicit feedback on data sources and initial scenarios, and on the sea level rise risk and asset maps to be incorporated into San Mateo County's online climate change visualization tool.

### ***Task 3: Vulnerability Assessment***

#### **Task 3 Summary**

Development of the sea level rise vulnerability assessment will begin following completion of Task 2 risk mapping in May 2019 and will be completed in August 2019. Assumes that finalization of the public assessment will be concurrent with finalization of the adaptation plan in the following task in February 2020.

#### **3a. Data collection**

The consultant team will conduct a Sea Level Rise Coastal Hazard Vulnerability and Risk Assessment, which will be consistent with the revised CCC Sea Level Rise Policy Guidance as well as recent projects conducting similar analyses along the California coast. The consultant team will leverage previous efforts and data collection from the San Mateo County (Sea Change SMC), the Coastal Regional Sediment Management Plan, and various RCD projects focused in the South County. The intent is to avoid duplication, leverage past investments, and support regional consistency. The assessment will rely on sea level rise risk and asset mapping conducted in Task 2.

#### **3b. Risk Assessment and Asset Profile Development**

The consultant team will focus on specific resources of interest to the County, which includes the identification of various assets, infrastructure, and coastal resource information, as well as possible quantitative metrics for the assessment, and the identification of the relevant planning issues associated with climate change impacts. Of particular importance in this region is working agricultural land, which will be identified as a key asset and will comprise a significant component of the vulnerability assessment. In addition to the identified resources, the consultant team will include resource sectors found to be useful in other jurisdictions, such as hazardous materials, and to support economic and fiscal impact analyses. The consultant team will also document the existing coastal armoring, flood control, and/or managed retreat strategies.

The consultant team will develop an estimate of the economic value associated with the vulnerabilities for each resource sector. This fiscal analysis will estimate the value of damages to public and private property/assets/infrastructure and report the economic damages to the resource sector from each coastal hazard. This economic analysis will help stakeholders and decision-makers in the County understand potential future expenses, losses, and liabilities, as well as opportunities for remediation. The consultant team will leverage the Hazard Exposure Reporting and Analytics (HERA) output and develop a more county-specific economic analysis generated by escalating the tax assessor's database to fair market value. The consultant team will estimate the loss in property values from erosion as well as damage to structures and contents from flooding.

The consultant will create a resource inventory and set of metrics that will be reviewed at the first steering committee meeting, to refine the final inventory list and help to prepare the data request. The consultant team will complete the final vulnerability assessment to document the existing conditions of the resources and assess how the risk increases over time through exposure to escalating hazards. The consultant will use existing asset vulnerability profile surveys from the SeaChange SMC Vulnerability Assessment to meet with and interview up to 20 asset owners to assess exposure, risks, and adaptive capacity of the asset. The team will then develop asset vulnerability profiles for a selected set of up to 20 built and natural assets based on the decision memo, community and steering committee input, and asset manager surveys. The potential to address shifts in the number of assets may be addressed with contingency funds set aside in the budget, which can be authorized in writing.

The consultant team will summarize the impacts by sea level rise and/or time horizon to include relevant charts, tables, a summary of vulnerabilities to each resource, and recommended adaptation strategies. The consultant team will generate a Vulnerability Assessment Report (including an internal draft, a public draft, and a final) that evaluates impacts to each resource sector selected by the committee over time, from existing conditions through 2100.

In the report, for each resource sector there will be a description and qualitative discussion of the relative risk, exposure, and adaptive capacity of the resource. The consultant will highlight which resources are key for the regulatory communities, to facilitate the prioritization of policy development by the County. The report will include tipping points, or thresholds, in each resource sector during which projected impacts go from bad to much worse.

### 3c. Engagement Process

The engagement for this task will consist of two steering committee meetings, two community conversations and walking tours of three assets.

Prior to selecting final assets and types, community conversations will be conducted during this task in areas most affected by sea level rise to better understand community values and needs, and existing concerns around flooding, storms, and erosion; to build awareness of sea level rise risk and solutions; and to solicit input on additional risks, vulnerabilities, and priority assets. The consultant team will coordinate with RCD, who will be leading these community conversations. The consultant team will support these conversations by acquiring meeting locations, developing meeting materials, and producing meeting summaries. The consultant team will support logistics and participation in two community conversations with the RCD. The County of San Mateo will provide bilingual services. The consultant team will provide access to a bilingual Spanish speaker for up to 8 hours to provide technical input on climate change.

The first steering committee meeting/technical work group will focus on reviewing assets and risks based on sea level rise mapping and community conversations. The Consultant team will identify potential asset vulnerability profiles for a selected set of up to 20 built and natural assets based on community and steering committee input and based on the Decision Memo. These asset profiles will be presented at a second steering committee meeting in which the committee will make the final selection.

Following this second steering committee meeting, community walk and learn tours of up to three assets in the asset vulnerability profiles will be led by the RCD with support from the project team on material development and technical analysis. These tours will be used to solicit feedback and discussion of risks and vulnerabilities at the asset level.

As part of the community outreach materials, the team will develop a concise and accessible community outreach document, which will support RCD in community conversations and community walk and learn tours of assets. The team will also provide community meeting materials and summaries in coordination with RCD.

The key deliverables for Task 3 include:

- Develop an extended outline of the Vulnerability Report early in the process (June 2019)
- Produce three vulnerability assessment drafts (internal draft, review draft, final), soliciting feedback on key assets and vulnerability assessment from the steering committee
- Conduct site visits, interviews, and vulnerability profiles for up to 20 sectors
- Get community feedback through community conversations and walk and learn tours for up to three sectors
- Attend/conduct two steering committee meetings, two community conversations, and walking tours for three assets

#### ***Task 4: Adaptation Plan***

The adaptation work will rely on results from the vulnerability assessment, which identifies what resources are at risk of exposure to what hazards through stakeholder engagement in Task 3. Once vulnerability maps are presented to the community, and the thresholds of when projected impacts go from bad to worse are identified, the question from community members and staff is typically, “*what happens if we do this...?*”

The consultant team will focus on answering the questions below:

- How does the County set up policies and standards that allow for community education, awareness, and a shift of the cost and responsibility from the County, while streamlining permitting processes?
- What tools and types of adaptation projects are going to be allowed, where, and for how long?
- How does the County provide for the necessary services in the future to those areas that are going to be stable, while tactically adapting with respect to those areas that are going to become more vulnerable and potentially permanently inundated over time?

## Task 4 Summary

The adaptation plan development will commence upon completion of Task 3 vulnerability assessment in October 2019 and Task 4 will be completed in May 2020. The final public workshop and public release of the vulnerability assessment and adaptation plan will be completed by June 2020.

### 4a. Detailed Comparison of Adaptation Strategies

Adaptation strategies typically fall into four categories: do nothing, protect, accommodate, or retreat. Adaptation options range from policy and regulatory changes to individual adaptation projects. During the development of the adaptation strategies, the consultant team will consider the following factors:

- The long-term adaptive capacity and the potential sea level rise accommodation that the various strategies may provide.
- Secondary effects for each measure, and consideration of cumulative effects of implementation.
- Potential maladaptation strategies that may appear to resolve one vulnerability to one resource but to the long-term detriment of other resources and assets, exacerbating problems for the County in the future. This includes alignment with County strategies to reduce Greenhouse Gas Emissions.
- Regional efforts related to sediment management, County-wide approaches, and other successful policy approaches from coastal jurisdictions in California and any other relevant research.
- Modeling of the impacts of various adaptation strategies on future risks.
- Estimate (in dollars) the cost and trade-offs of losing/mitigating coastal hazards to compare potential adaptation strategies.

The adaptation plan development will occur in two phases. During the first phase, the consultant will develop and present a range of initial potential adaptation strategies (policy and projects) for up to 10 sectors, based on examples used around the state to raise awareness of the options. The initial strategies and scenarios will be developed based on risks and assets identified in Task 3 and in coordination with the steering committee. The second phase of adaptation plan development will incorporate input from the community and stakeholders to develop a preferred plan to be identified in the sea level rise response plan.

### 4b. Cost-Benefit and Fiscal Impact Analyses

To evaluate key tradeoffs between feasible adaptation strategies, the consultant team will conduct a detailed cost-benefit analysis that considers damage reduction, with recreational revenues and ecosystem service values. Both a market- and non-market-based (e.g., habitat, flood reduction, recreation) cost-benefit analysis will be conducted of key strategies and costs of inaction for up to three concepts with committee input and selection. The adaptation strategies will include cost-benefits, such as greenhouse gas reductions, improved water quality, wildlife protection, maintaining water supply, reducing social vulnerability, and/or others identified by the steering committee and other stakeholders.

For recreational impacts, the consultant team will apply the Coastal Sediment Benefit Analysis Tool (developed by Dr. Phil King), which estimates the recreational value as a function of beach width. The model will also incorporate other potential changes that might impact beach recreation (e.g., loss of pier, parking). For habitat values, using beach width and other attribute

data, the consultant team will use a dynamic model of beach ecosystem value, which will change with attributes, as well as replacement cost for restoration of impacted habitats. For each subarea, the consultant team will estimate the net present value of each adaptation strategy/policy through time.

The consultant team will conduct a fiscal impact analysis to estimate the costs of remediation/mitigation to the County and provide a more quantitative analysis of the risks that could be borne by the County. These costs include items such as flood control and maintenance of crucial public infrastructure where the County has primary responsibility. The fiscal impact analysis will also estimate the loss of tax dollars to the County from reduced economic activity, primarily due to the loss of coastal recreation that generates sales tax dollars for the County, as well as loss/damage of visitor-serving buildings that generate transient occupancy taxes for the County.

#### 4c. Engagement Process

Through consultation with the County and steering committee workshops to identify preferred alternatives, the consultant team will provide detailed analysis for up to three concepts. The consultant team will integrate the vulnerability results with economic analysis and provide some answers on how much different strategies cost, and using the cost-benefit analysis and model interpretation, when it makes sense to shift from one management approach to another.

The engagement for this task will consist of two steering committee meetings, solicitation of community feedback via two community conversations and with students, and a public workshop.

- First steering committee meeting will focus on summarizing the general types of adaptation strategies, identifying secondary impacts, and selecting the various initial adaptation strategies to be applied at up to 10 assets. Prior to embarking on the detailed cost-benefit analysis, the consultant team will present and discuss the strategies and approach with the County and the steering committee for input and final selection.
- Community conversations in coordination with RCD to solicit community feedback to ensure the plan strategies are in alignment with community values and needs over at least two community conversations. The consultant team will also support the Youth Exploring Sea Level Rise Science Program by providing technical information for a presentation, participating in one field trip, and providing technical support for one adaptation discussion with students.
- Second steering committee meeting to discuss community feedback and to finalize elements and findings from the DRAFT adaptation analyses and cost-benefit analysis. San Mateo County staff will collect and reconcile revisions and comments from interested parties, including the California Coastal Commission.
- An evening public meeting will be planned and facilitated by the consultant team to release the plan.

The key deliverables for Task 4 include:

- Development of initial adaptation strategies for up to 10 assets and evaluation of cost-benefit analysis for identified assets
- An outreach strategy to solicit community feedback on adaptation strategies

- A summary document and steering committee meeting addressing community input and feedback, development of a draft and final adaption plan incorporating community and key stakeholder feedback
- Materials, presentation, and tour for students participating in the Youth Exploring Sea Level Rise Science Program
- Public workshop to release the final vulnerability assessment and adaption plan
- Two steering committee meetings, two community conversations, student engagement, and one public meeting.

## Project Timeline

		2019												2020					
		Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
<b>Task 1</b>	<b>Project Management and Coordination</b>																		
<i>a</i>	Workplan Development and Project Management																		
<i>b</i>	Plan Coordination Meetings																		
<i>c</i>	Ongoing Stakeholder Feedback																		
<i>d</i>	Invoicing and Reporting																		
<b>Task 2</b>	<b>Sea Level Rise Risk Mapping and Data Synthesis</b>																		
<i>a</i>	Review Existing Plans																		
<i>b</i>	Review Existing Data																		
<i>c</i>	Establish Scenarios																		
<i>d</i>	Steering Committee Meeting																		
<i>e</i>	Embed Data into Visualization Tool																		
<b>Task 3</b>	<b>Sea Level Rise Vulnerability Assessment</b>																		
<i>a</i>	Data Collection																		
<i>b</i>	Assess Risks																		
<i>c</i>	Steering Committee Meeting																		
<i>d</i>	Coordinate Community Meetings with RCD																		
<i>e</i>	Develop Asset Vulnerability Profiles																		
<b>Task 4</b>	<b>Develop Adaptation Plan</b>																		
<i>a</i>	Develop Initial Strategies and Scenarios																		
<i>b</i>	Conduct Cost Benefit Analysis																		
<i>c</i>	Coordinate Community Meetings with RCD																		
<i>d</i>	Develop Adaptation Plan																		
<i>e</i>	Coordinate Public Meetings																		
<b>Final report and public release</b>																			

## **Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms.

In addition, the following conditions apply:

- Contractor shall submit monthly invoice with details of hours spent per task and services delivered. Invoices will be paid within 45 days of receipt.
- Change in Task(s)/deliverables must be pre-approved by the County in writing prior to commencing said task or deliverable.
- Funds allocated for each task may be reallocated for another task after consultation and written approval by County.

		Revell Coastal				Integral Consulting Inc.				
Task Number / Description		Principal	Senior	Coastal			Principal	Scientist	Production	Total
		David Revell	Economist King	Scientist Jamieson	Economist Gillam	Analyst McCoy	Jones			Labor Price
Hourly Billing Rate		\$185	\$165	\$90	\$65	\$50	\$185	\$165	\$120	
										\$ -
<b>Task 1</b>	<b>Project Management and Coordination</b>									\$ 15,610
<i>a</i>	Workplan Development and Project	16		8			4			\$ 4,420
<i>b</i>	Plan Coordination Meetings	12				24				\$ 3,420
<i>c</i>	Ongoing Stakeholder Feedback	36								\$ 6,660
<i>d</i>	Invoicing and Reporting	6								\$ 1,110
<b>Task 2</b>	<b>Sea Level Rise Risk Mapping and Data Synthesis</b>									\$ 27,260
<i>a</i>	Review Existing Plans	8		16			8	8		\$ 5,720
<i>b</i>	Review Existing Data	4		24			8	40		\$ 10,980
<i>c</i>	Establish Scenarios	4		20			8	16		\$ 6,660
<i>d</i>	Steering Committee Meeting	12								\$ 2,220
<i>e</i>	Embed Data into Visualization Tool			8					8	\$ 1,680
<b>Task 3</b>	<b>Sea Level Rise Vulnerability Assessment</b>									\$ 78,680
<i>a</i>	Data Collection	4		24				16		\$ 5,540
<i>b</i>	Assess Risks	40	60	120	120					\$ 35,900
<i>c</i>	Steering Committee Meeting	12				24	8			\$ 4,900
<i>d</i>	Coordinate Community Meetings with RCD	40				40				\$ 9,400
<i>e</i>	Develop Asset Vulnerability Profiles	64	20	60					20	\$ 22,940
<b>Task 4</b>	<b>Develop Adaptation Plan</b>									\$ 57,460
<i>a</i>	Develop Initial Strategies and Scenarios	24					8	8		\$ 7,240
<i>b</i>	Conduct Cost Benefit Analysis	20	60	40	120					\$ 25,000
<i>c</i>	Coordinate Community Meetings with RCD	36							20	\$ 9,060
<i>d</i>	Develop Adaptation Plan	24	20	40	40					\$ 13,940
<i>e</i>	Coordinate Public Meeting	12								\$ 2,220
										\$ -
										\$ -
<b>Task 99</b>	<b>Contingency</b>									\$ 5,100
Total Hours		358	160	360	280	88	44	88	48	
<b>Subtotals - Labor Costs</b>		\$ 66,230	\$ 26,400	\$ 32,400	\$ 18,200	\$ 4,400	\$ 8,140	\$ 14,520	\$ 5,760	\$ 184,110
Labor Costs										\$ 184,110
8% Project Management Fee on Labor										\$ 13,729
<b>Non-Labor Expenses</b>										
	Reimbursable Expenses (see Attachment A for detail)									\$ 2,161
	Equipment usage (see Attachment A for detail)									\$ -
<b>Subtotal Non-Labor Expenses</b>										\$ 2,161
<b>TOTAL PROJECT PRICE</b>										\$ 200,000

## Attachment IP

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### Intellectual Property Rights

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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.

## ATTACHMENT I

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

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

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

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

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

**Name of 504 Person:**

**Name of Contractor(s):**

**Street Address or P.O. Box:**

**City, State, Zip Code:**

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

**Signature:**



**Title of Authorized Official:**

David Revell, President

**Date:**

12/4/2018

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



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## **MEMORANDUM**

**Date:** February 13, 2019

**To:** County of San Mateo

**From:** David Revell, PhD – President

**Subject:** Compliance with County Employee Jury Service Ordinance

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As per Chapter 2.85 of the County's Ordinance Code, Revell Coastal certifies

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.