



REQUEST FOR PROPOSALS

For

TECHNICAL SUPPORT TO THE SAN MATEO COUNTYWIDE WATER POLLUTION PREVENTION PROGRAM

**A PROGRAM OF THE
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
OF SAN MATEO COUNTY**

May 2, 2022

Proposals Due: May 27, 2022

Submit to: Reid Bogert, Senior Program Specialist
San Mateo Countywide Water Pollution Prevention Program
Submit via email to rbogert@smcgov.org
Or electronic submittal via <https://ccag.ca.gov/opportunities/rfprfqs/>

REQUEST FOR PROPOSALS

TO PROVIDE TECHNICAL SUPPORT TO THE SAN MATEO COUNTYWIDE WATER POLLUTION PREVENTION PROGRAM

INTRODUCTION

The City/County Association of Governments of San Mateo County (C/CAG) is inviting proposals for specialized technical services to assist its staff and member agencies in meeting requirements contained in the third five-year term of the Municipal Regional Permit (MRP), “MRP 3.0,” administered by the San Francisco Bay Regional Water Quality Control Board and currently scheduled for having an effective date of July 1, 2022. Upon review of all submitted proposals, which may include interviews of consultant teams, C/CAG staff will negotiate, as needed, with one or more on-call consultants to issue one or more Task Orders on an annual basis, consistent with C/CAG’s annual budget approval process, covering the task(s) identified below under “Scope of Work.”

BACKGROUND

C/CAG is a joint powers agency whose members are the County of San Mateo and the 20 incorporated cities and towns within San Mateo County. C/CAG established the San Mateo Countywide Water Pollution Prevention Program (Countywide Program) in the early 1990s in response to the initial municipal stormwater permit issued to San Mateo county jurisdictions. The Countywide Program collaborates with twenty-two public agencies in San Mateo County, including San Mateo County, all of the 20 incorporated cities and towns, and the San Mateo County Flood and Sea Level Rise Resiliency District. The Countywide Program’s primary purpose is to assist C/CAG’s member agencies in meeting federally and state-mandated stormwater regulations specifically targeting the discharge of pollutants in urban runoff from municipal separate storm sewer systems (MS4s). The Countywide Program’s activities cover all the incorporated and unincorporated areas of San Mateo County.

CATEGORIES OF ON-CALL CONSULTANT EXPERTISE COVERED BY RFP

1. General Technical Support
2. Subcommittee Support
3. Annual Reporting
4. Green Infrastructure and Regional Collaborative Program Planning
5. Public Information and Outreach
6. Water Quality Monitoring
7. Trash Load Reduction
8. PCBs and Mercury Load Reduction
9. Exempted and Conditionally Exempted Discharges
10. Unsheltered Populations
11. Cost Reporting
12. Asset Management

REQUEST FOR PROPOSALS

C/CAG is requesting proposals for scopes of work and cost proposals to provide technical support on the tasks identified in Attachment A. Though the focus of the solicitation is on supporting C/CAG member agencies with MRP compliance, C/CAG seeks technical support to the Countywide Program that will help advance the overall program approach to managing stormwater more sustainably, addressing the impacts of climate change, and promoting regional-scale multi-benefit stormwater management, including an emphasis on multi-scale distributed green infrastructure and centralized regional-capture projects. Consultants may choose to submit proposals covering one or more tasks within; however, consultants are encouraged to form teams to cover all tasks in Attachment A. C/CAG reserves the right to issue Task Orders to more than one consultant/team within the various categories of expertise to secure the desired set of services addressing the overall needs of the agency. **Note that this RFP is being released prior to consideration of adoption by the San Francisco Bay Regional Water Quality Control Board of the final Revised Tentative Order of MRP 3.0 (publicly noticed April 11, 2022). Although the requirements of MRP 3.0 are fairly well understood at this time, there may be modifications to the requirements as a result of the MRP 3.0 adoption hearing, scheduled for May 11, 2022, that warrant adjustments to some tasks or sub-tasks detailed in Attachment A. Staff will plan to work with the selected Consultant(s) to refine the scope(s) of work and budget(s) during the negotiations process and issuance of the initial Task Order(s) for work to be completed in Fiscal Year 2022-23 to ensure scopes and deliverables are consistent with the final permit. Further note that all tasks and sub-tasks in Attachment A pertain to requirements under MRP 3.0.**

PROPOSAL DETAILS

A. Due Date

A **digital (PDF)** copy of the proposal must be submitted no later than **2 PM PST ON MAY 27, 2022. LATE PROPOSALS WILL NOT BE ACCEPTED.** You will receive a confirmation email upon receipt of your proposal. Submit via the Proposal Upload Form on C/CAG's RFQ/RFP webpage:

C/CAG RFQ/RFP Website Upload (follow-instructions for proposal upload):
<https://ccag.ca.gov/opportunities/rfprfq/>

Note regarding the Public Records Act:

Government Code Sections 6550 *et seq.*, the California Public Records Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Records Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempt from disclosure.

Be advised that any contract that eventually arises from this Request for Proposals (RFP) is a public record in its entirety. Also, all information submitted in response to this RFP is itself a

public record without exception. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by C/CAG if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless C/CAG for release of such information.

B. RFP Updates/Q&A

In an effort to ensure all interested parties receive the same information regarding this solicitation, C/CAG will post any updates/amendments to the RFP and relevant question and answer documents on its website on the Requests for Qualifications/Proposals page:

<https://ccag.ca.gov/opportunities/rfpsrfgs/>.

C. Proposal Requirements and Format

Proposers responding to this request must provide an electronic submittal of their proposal in accordance with the proposal content requirements below (any deviations from the required format and specifications herein will disqualify proposals from consideration):

1. Transmittal Letter – A brief statement of the Consultant’s understanding of and interest in the project, indicating which tasks the proposal for technical services addresses. Include a brief description of the roles of the Consultant and subcontractors, if any will be utilized for the requested services, and a statement as to the Consultant’s ability to complete the proposed tasks in the referenced timeframes and ability to commence work immediately upon issuance of a Task Order. The person in the organization who is authorized to negotiate a contract with C/CAG should sign the transmittal letter. Address the transmittal letter and the proposal as follows:

RE: Technical Support to the San Mateo Countywide Water Pollution Prevention Program
Attn: Reid Bogert, Senior Program Specialist
City/County Association of Governments of San Mateo County
San Mateo Countywide Water Pollution Prevention Program
rbogert@smcgov.org

2. Table of Contents, listing major topics and respective page numbers.
3. Exceptions to the solicitation (or amendments thereto) or to the attached draft funding agreement (Attachment C) that selected Consultant(s) would be expected to execute, if any.
4. Executive Summary – No more than two (single-sided) pages describing the most important elements of the proposal and how the requested tasks will be fulfilled.
5. Technical Proposal – No more than 80 (single-sided) pages total, as detailed below.

6. Supplementary Documents – No more than 15 (single-sided) pages total, as detailed below.

D. Technical Proposal Format

Proposals shall include a detailed scope of services to provide technical support to assist the Countywide Program with the requested scope of work. Consultants are encouraged to be both innovative and cost-effective in their proposals. The proposed scope should address the following:

1. Project Understanding, Vision, and Approach:

Briefly present your firm’s understanding of the proposed project and clearly define a project vision, methodology and overall approach to completing all tasks being proposed on in Attachment A of this RFP. Consultants are encouraged to be both innovative and cost-effective in their proposals. The Consultant’s approach should identify roles of any subcontractors that will assist in fulfilling the scope of services, recommendations on alternative tasks/approaches not identified in this RFP that are deemed necessary or appropriate for inclusion, and a brief statement of specialized experience or expertise directly relevant to the tasks for which the Consultant(s) are submitting proposals.

2. Work Plan:

The Work Plan will constitute the core of the proposal. In this section, proposers should address all the topics and tasks being proposed on in the scope of work (Attachment A), along with detailed deliverables, and any other tasks or modifications to tasks detailed in Attachment A, that the Consultant(s) recommends incorporating into the scope of work to achieve the desired goals in the RFP.

3. Schedule:

Proposals shall include a schedule, broken down by fiscal year (July 1 – June 30), that identifies overall duration for proposed services, duration of individual tasks and subtasks, key milestones, and critical pathways to meeting the overall schedule. Schedules should be developed to fit within any C/CAG-identified timeframes in the task descriptions, if any, as well as any known/anticipated MRP-related compliance deadlines related to the task.

4. Cost Proposal/Term:

Proposals shall include a cost estimate on a sub-task level for the proposed scope of services with costs broken down by fiscal year for the first three years of the permit term (see Attachment B), consistent with C/CAG’s procurement policy. The anticipated executed Agreement and Task Order notice to proceed will be August 1, 2022 for the first fiscal year, otherwise the fiscal year period is July 1-June 30. Consultants shall also provide a summary of cost estimates by major tasks, subtasks, deliverables, and detailing Consultant and subcontractor billing rates, as well as anticipated expenses. For the purposes of scoring

proposals, the selection panel will consider the task and sub-task level budget estimates among years, as well as the overall budget amounts for the three-year contract term; however, recognizing the variability and potential uncertainty in desired scope and associated costs in any given year, the focus of the Cost Proposal assessment will be with respect to the overall proposed budget for the tasks being proposed on. Further, as detailed in the Draft Template Agreement (Attachment C), any Agreement with on-call Consultants will include a not-to-exceed amount for the initial Task Order(s) for Fiscal Year 2022-23 and future not-to-exceed amounts will be approved by the C/CAG Board as part of its annual budget approval process. For consideration of technical support to the Countywide Program for the entire five-year term of MRP 3.0, there will be an option to extend contract terms for the remainder of the permit term specified in the proposed Resolution approving any Consultant Agreement(s).

E. Supplementary Documents:

Proposals shall include the following:

1. Experience – Provide a statement of qualifications of your organization and/or consultant team (sub-contractors), including organizational capacity and experience performing similar work relevant to the tasks outlined for this RFP. Include brief resumes for all staff members on the team and an organizational chart identifying roles and responsibilities for each task.
2. Work Samples – Provide brief descriptions of at least three but not more than five successful projects or scopes of services completed by members of the consultant team relevant to the topic areas and project deliverables described in this RFP.
3. References – Provide three references from successfully completed projects or scopes of services of similar nature to those described in this solicitation, including contact information for an individual at the organization who was responsible for managing and accepting the work. Please ensure all references and contact information are current. Out-of-date or incorrect reference information will be deemed incomplete.

F. Submittal of Questions:

Questions about the RFP should be submitted in writing to allow C/CAG staff to prepare a response that can be shared with all interested parties. **Questions submitted by noon on May 13, 2022 will be addressed via a posted response on C/CAG's Requests for Qualifications/Proposals webpage: <https://ccag.ca.gov/opportunities/rfprfqs/>.** Questions should be e-mailed to:

Reid Bogert: rbogert@smcgov.org
San Mateo Countywide Water Pollution Prevention Program Specialist

CONSULTANT SELECTION

C/CAG staff and member agency representatives will review and evaluate the proposals. Consultant teams may be asked to participate in interview panels. Selection among the proposals will be based upon identifying the most appropriate consultant team and approach to achieve C/CAG’s desired outcomes on the various tasks within budgetary limitations. C/CAG staff will negotiate a final fee and scope of work with the selected Consultant(s) and recommend a funding agreement(s) for approval by the C/CAG Board of Directors. The C/CAG Executive Director will then issue a Task Order(s) for the initial fiscal year scope of services, consistent with the annual C/CAG budget approval process.

Proposals will be evaluated based on the following criteria:

Criteria	Points
<p>Overall approach and understanding of the work to be done:</p> <ul style="list-style-type: none"> • Clarity of understanding of the scope of services to be provided • Completeness in responding to all tasks and subtasks being proposed on • Demonstrated understanding of proposed MRP 3.0 requirements and cohesive approach to providing support to the Countywide Program and C/CAG’s member agencies • Demonstrates innovative approach to advancing the Countywide Program, leveraging prior efforts and aligning with ongoing countywide stormwater planning efforts and C/CAG organizational goals and priorities • Demonstrated integrated approach to coordinating technical services related to those being proposed on in the RFP 	10
<p>Experience with similar kinds of work:</p> <ul style="list-style-type: none"> • Demonstrated experience with projects or scopes of services related to all major tasks and subtasks being proposed on • Demonstrated experience, especially providing technical support to countywide and/or municipal stormwater programs related to the categories of support being proposed on in the RFP 	4
<p>Cost effectiveness of proposal and project timeline:</p> <ul style="list-style-type: none"> • Proposal includes cost estimates at sub-task level broken down by fiscal year for the first three years of the permit term and a cost-basis summary with proposed costs including hourly rates, expected staffing time and expenses by task and subtask by fiscal year • Proposal includes a well-defined and organized project timeline, including project management and staffing plan • Proposal includes a cost-effective approach to achieving the scope of work and maximizing resources to advance overall performance and program support to C/CAG’s member agencies via the Countywide Program 	6
<p>Staff qualifications:</p> <ul style="list-style-type: none"> • Qualifications and experience of Consultant(s) and key personnel • Experience working with public agencies and providing technical support to municipal and/or countywide stormwater programs • Experience working on similar projects or completing similar scopes of services 	6

Familiarity with C/CAG and the Countywide Program: <ul style="list-style-type: none"> Experience and/or familiarity with C/CAG, its member agencies and the Countywide Program; demonstrated knowledge of C/CAG’s prior and ongoing countywide stormwater projects and programs 	2
References and work samples: <ul style="list-style-type: none"> Three current references and three to five work samples that demonstrate ability to be successful with all major tasks and subtasks of the project 	2
Total	30

The consultant selection process is expected to proceed along the following general timeline. These dates are not binding and subject to change. C/CAG reserves the right to reject any or all proposals and waive any minor irregularities. All proposals become the property of C/CAG.

Description	Date
Issue RFP	May 2
Response to RFP due	May 27
Program staff review and rank proposals	Weeks of May 30/June 6
Interviews, as needed	June 14 and 15
Initiate fee and scope of work negotiations	June 17
Recommend approval of Agreement(s) at Stormwater Committee	Special Meeting end of June
Recommend approval of Agreement(s) at C/CAG Board meeting	July 14
Executive Director issues Task Order(s)	August 1

TASK ORDERS AND PAYMENT METHODS

A. Task Orders:

Consistent with C/CAG’s existing on-call consultant support structure for technical services to the Countywide Program, C/CAG staff will work with the selected Consultant(s) to issue Task Orders in a particular fiscal year to consultants for technical support services that, cumulatively, do not exceed the annual C/CAG Board-approved consultant budget for the Countywide Program (for more information see Preliminary Draft Countywide Program Budget item from [C/CAG’s Stormwater Committee meeting on April 21, 2022](#)). After negotiating final scopes of work, deliverables, and costs with Consultant(s), the C/CAG Executive Director will issue a formal Task Order(s) to the Consultant(s) authorizing the specific scope of work to begin. Although C/CAG may solicit proposals for multi-year technical support services, Task Orders will necessarily be limited to work during a particular fiscal year and written Notices to Proceed and/or revised Task Orders will be required each fiscal year for continuing work on a multi-year Task Order. C/CAG staff’s ability to issue Notices to Proceed is contingent upon annual approval of the C/CAG budget, sufficient funds being available for technical support, and C/CAG’s ongoing prioritization of stormwater technical support needs given the dynamic nature of the regional stormwater permit requirements.

B. Payment Methods:

Payments will occur via monthly, or at maximum quarterly, invoicing on a time and materials basis, per the specified tasks and subtasks outlined in the final negotiated scope of work and subject to the terms and conditions established through the contract set forth between the Consultant and C/CAG and associated Task Order(s).

ATTACHMENTS

1. Attachment A – Scope of Work
2. Attachment B – Template Sub-task Cost Proposal Table
3. Attachment C – Draft Consultant Funding Agreement

ATTACHMENT 1
SCOPE OF WORK

Scope of Work for Technical Support to the Countywide Program for MRP 3.0

Note – References to Provisions, Sub-Provisions and related tasks are with respect to the [Revised Tentative Order of MRP 3.0](#) noticed by the San Francisco Regional Water Quality Control Board on April 11, 2022. Exact provision requirements and section numbers are subject to any changes in the final adopted permit.

SCOPE OF WORK

Task	Sub-task	Description	Related MRP Provision(s)
General Technical Support			
1	1	Provide general staff support to assist C/CAG’s Program Manager in running the Countywide Program (planning budgets, scheduling committee/subcommittee meetings, strategic planning for regional vs. countywide projects, grant efforts, general technical support).	All
	2	Provide support to the Program Manager for C/CAG’s Stormwater Committee (generally bimonthly or as needed), including assistance in preparing agenda and minutes and providing presentations.	
	3	Provide support to the Program Manager for C/CAG’s NPDES Technical Advisory Committee, including a monthly digest of subcommittee meeting summaries and list of upcoming meetings/trainings.	
	4	Provide support to the Program Manager for BAMSC Steering Committee activities, including support for Steering Committee meetings (monthly), i.e., review and comment on agenda items, and attendance at meetings.	
	5	Provide support to the Program Manager in planning for and supporting regional collaborative projects (if any), including preparation of budget projections, and coordinating C/CAG’s role and share of all regional collaborative projects to which C/CAG is a participant, participating in review and comment of BAMSC produced documents, reports, etc.	
<p>Subcommittee Support – proposed meeting frequencies listed (based on current design), but consultants are encouraged to consider alternative approaches to subcommittee support that are deemed more efficient, cost-effective, or productive. May include expanded or consolidated subcommittee structure. Overall goal is regular forums for engagement with member agencies on key permit implementation issues. Though not detailed specifically under existing subcommittee structures below, consultants may consider needs for new/modified subcommittees or workgroups to address new provisions under MRP 3.0 (e.g., C.17 (unsheltered populations), C.20 (cost reporting), C.21 (asset management)).</p>			
2	1	<p>Municipal Maintenance Subcommittee</p> <p>Provide staff support for bi-annual subcommittee meetings (develop agenda, staff meetings, prepare minutes, provide relevant information for annual reporting), with focus on MRP requirements related to municipal maintenance activities.</p>	C.2, C.10

Task	Sub-task	Description	Related MRP Provision(s)
	2	<p>New Development & Construction Subcommittee Provide staff support for quarterly subcommittee meetings (develop agendas, staff meetings, prepare minutes, provide relevant information for annual reporting) and update guidance documents with focus on MRP requirements in Provisions C.3, C.6, and C.13. Participate on behalf of C/CAG's member agencies in BAMSC's Development Subcommittee. Annually submit database/list of completed C.3 projects to the San Mateo County Mosquito and Vector Control District. NOTE: Focus of this support is generally all aspects of C.3 other than the Green Infrastructure planning requirements included in Provision C.3.j, which would be covered under the Green Infrastructure and Regional Collaborative Program Planning category of technical support, although C/CAG is open to alternative approaches recommended by consultant teams.</p>	<p>C.3, C.6, C.13</p>
	3	<p>Commercial/Industrial/Illicit Discharges Subcommittee Provide staff support for quarterly subcommittee meetings (develop agendas, staff meetings, prepare minutes, provide relevant information for annual reporting) with focus on MRP Provisions C.4, C.5, C.15, and C.17. Participate on behalf of C/CAG's member agencies in BAMSC's or other regional committee/work groups focused on provisions C.15 and C.17.</p>	<p>C.4, C.5, C.15, C.17</p>
	4	<p>Trash Subcommittee Provide staff support for quarterly subcommittee meetings (develop agendas, staff meetings, prepare minutes, provide relevant information for annual reporting) with focus on MRP requirements in Provisions C.10. As feasible and desired by C/CAG staff and municipal representatives, integrate ongoing activities of the existing Litter Workgroup in collaboration with franchised waste haulers and regional partners addressing illegal dumping and other municipal waste hauling litter related issues. Participate on behalf of C/CAG's member agencies in BAMSC's Trash Subcommittee.</p>	<p>C.10</p>
	5	<p>Watershed Assessment and Monitoring Subcommittee Provide staff support for annual subcommittee meetings (develop agendas, staff meetings, prepare minutes, provide relevant information for annual reporting) with focus on MRP requirements in Provisions C.8, C.11, & C.12. Participate on behalf of C/CAG's member agencies in BAMSC's Monitoring and Pollutants of Concern Committee and Regional Monitoring Coalition meetings.</p>	<p>C.8, C.11, C.12</p>
	6	<p>Parks Maintenance and Integrated Pest Management Work Group Provide staff support for one PM&IPM Work Group meeting each year in coordination with member agency staff, San Mateo County Mosquito and Vector Control District and San Mateo County Agriculture/Weights and Measures (develop agendas, staff meetings, prepare minutes, provide relevant information for annual reporting) with focus on MRP requirements in Provisions C.9.</p>	<p>C.9</p>

Task	Sub-task	Description	Related MRP Provision(s)
	7	Public Information and Participation Subcommittee (or Forum/Network) Provide support for permittees to achieve PIP related permit compliance through a remote forum or network design to ensure permittees have access to relevant outreach materials, social media/web content, events schedules, partnership updates/notifications, etc. with a focus on all aspects of Provision C.7 and relevant sections of C.9. Participate on behalf of C/CAG's member agencies, as appropriate, in BAMSC PIP Committee meetings.	C.7 and C.9
Training – proposed training structure and relation to MRP requirements listed below, but consultants are encouraged to find innovative and cost-effective means to implementing training programs to leverage regional partnerships, consolidate or make trainings more accessible, etc. MRP-required trainings must be included in proposals.			
3	1	Plan and implement a municipal maintenance training program, as appropriate, with schedule tied to MRP priorities, (develop agenda, arrange for speakers, coordinate location, staff workshop, prepare summary/evaluations).	C.3, C.4, C.5, C.6, C.9, C.13
	2	Plan and implement a business inspection and illicit discharge training program, as appropriate, with schedule tied to MRP priorities, (develop agenda, arrange for speakers, coordinate location, staff workshop, prepare summary/evaluations).	
	3	Plan and implement a GI/LID and new/redevelopment and construction site management training program, as appropriate, with schedule tied to MRP priorities, (develop agenda, arrange for speakers, coordinate location, etc., staff workshop, prepare summary/evaluations).	
	4	Plan and implement an Integrated Pest Management Landscape/Structural Pest Control training program, as applicable, (develop agenda, arrange for speakers, coordinate location, etc., staff workshop, prepare summary/evaluations).	
	5	Plan and implement an Annual Report training program, for the first two or three years of the permit, as applicable, (develop agenda, arrange for speakers, coordinate location, etc., staff workshop, prepare summary/evaluations).	All
Annual Reporting			
4	1	Prepare the Countywide Program's annual report (including 2022 Program Annual Report for activities during the administrative extension of MRP 2.0 completed in Fiscal Year 2021-22), documenting all activities performed by the Countywide Program during the prior fiscal year on behalf of member agencies. Coordinate with any other C/CAG contractors, as needed, in compiling the relevant reporting information. Develop draft report for C/CAG and member agency review and comment and final report for submittal by the due date in the Municipal Regional Permit.	All
	2	Develop annual guidance materials for member agencies in preparing their own permittee annual reports.	

Task	Sub-task	Description	Related MRP Provision(s)
	3	Review and comment on permittee annual reports prior to submittal to the Water Board, beginning with annual reports for Fiscal Year 2022-23.	
	4	Support permittees with annual report submittal process as needed, beginning with Fiscal Year 2022-23 reporting.	
Green Infrastructure and Regional Collaborative Program Planning			
5	1	<p>GI Planning - Support and implement a coordinated countywide approach to assisting member agencies in maintaining and advancing Green Infrastructure Plans:</p> <ul style="list-style-type: none"> a) Maintain/update GI Design Guide and Regulated Projects Guide to ensure current regulatory and local best practices and resources for implementing GI are available (including updating library of typical details and other technical guidance, as applicable). b) Maintain and make updates to the San Mateo County GI Mapping and Tracking Tool, including hosting the existing cloud-engine based application and making relevant updates to ensure project tracking and mapping capabilities are consistent with MRP 3.0 implementation and/or reporting goals and efforts to advance regional-scale, multi-benefit stormwater management in the county – may include consideration of addressing asset management requirements proposed under Provision C.21, as applicable. c) Plan and implement approach to updating LSPC/Sustain modeling tools, to advance countywide green infrastructure goals with respect to regional-scale, multi-benefit stormwater management, emphasizing strategic and balanced approach to distributed (parcel/street) and regional scale infrastructure – updates to the modelling should be consistent with Provision C.12.h requirements to update the San Mateo Countywide Control Measures Implementation Plan and RAA for Achieving PCBs and Mercury TMDLs for the San Francisco Bay, as applicable (see Appendix 11 of 2020 Program Annual Report). d) Support education and outreach efforts. Prepare outreach and presentation materials for educating the public, agency staffs, and elected officials on green infrastructure planning and regional collaborative efforts. 	C.3.j, C.12.h, C.21
	2	<p>Regional Collaborative Planning - Support and implement countywide approach to a Regional Collaborative Program for advancing cost-effective and sustainable stormwater management, building on the Advancing Regional-Scale Stormwater Management in San Mateo County project. Activities may include:</p>	C.3.c, C.3.e, C.3.j

Task	Sub-task	Description	Related MRP Provision(s)
		<ul style="list-style-type: none"> a) Support Regional Collaborative Program Ad-hoc Work Group of the Stormwater Committee, including assistance in preparing agenda and minutes and providing presentations. b) Develop model documents to support adoption of a MOU-based framework for regional-scale stormwater management and cost-sharing among permittees. c) Support process of legal review of model documents and program framework and components in coordination with other countywide programs and Regional Water Board staff, as applicable. d) Establish guidelines for the interim MOU program, including defining units of exchange (e.g., evaluating consistent and transferable units of exchange across diverse project types and for MRP-relevant stormwater capture project benefits), eligible participants, cost basis for units of exchange, and exchange boundaries. e) Develop a roadmap for evolving the MOU program into a “market-based” collaborative program. f) Continue to evaluate innovative funding and finance mechanisms for regional-scale stormwater management g) Participate in the establishment of a workgroup with Water Board staff and other MRP representatives and stakeholders, as appropriate, to investigate the pollutant removal effectiveness and hydrologic equivalency of alternative treatment options for non-LID BMP designs, pursuant to Provision C.3.c. h) Plan and implement pilot study(ies), as applicable, further evaluating the benefits of regional multi-benefit stormwater capture projects to support MRP compliance and countywide Regional Collaborative Program goals. 	
Public Information and Outreach			
6	1	<p>Strategic Plan - Develop and implement a five-year strategic outreach plan:</p> <ul style="list-style-type: none"> a) Plan shall be designed to increase awareness and positively influence behaviors of the general public, elected officials, and community stakeholders (including schools) on stormwater pollution issues, management of stormwater as a resource, climate resiliency, green infrastructure, and need for sustainable funding. b) Plan shall include appropriate approaches to measure effectiveness of plan implementation in accordance with MRP Provision C.7.a and C.7.b including specific goals and measurable metrics for demonstrating effectiveness. c) The Plan shall incorporate outreach plans for and engaging the public, stakeholders, and elected officials in San Mateo County in support of a future countywide stormwater funding initiative in addition to more routine, ongoing outreach, education, and engagement, all designed to satisfy requirements in Provision C.7. 	C.7 and C.9.e

Task	Sub-task	Description	Related MRP Provision(s)
		<p>d) Plan shall incorporate an approach for school age outreach that capitalizes, as appropriate, on existing school related programming underway at C/CAG and ongoing San Mateo County environmental literacy programs, such as the County Office of Education’s Climate Ready and Sustainable Schools Initiative.</p> <p>e) Plan shall include an approach for pesticide toxicity reduction outreach at point-of-purchase, to residents contracting for pest control services, and to pest control contractors in accordance with Provision C.9.e., including subcontracting with a certified Integrated Pest Management Advocate for managing existing point-of-purchase outreach, training, and relationships with participating Our Water Our World retailers in San Mateo County.</p> <p>f) Plan shall include integrated approach to supporting permittees on C.7 and outreach portions of C.9 via a PIP subcommittee, or forum/network for distributing information and updates as detailed in Task 2.7 above.</p>	
	2	Website - Manage C/CAG’s Countywide Program website (www.flowstobay.org) in accordance with Provision C.7.b and social media feeds (Facebook, YouTube, and Instagram). Effectively utilize website and social media as part of overall outreach strategy.	C.7
	3	Materials - Manage C/CAG’s outreach materials, developing new materials as needed, and distributing materials to member agencies in support of outreach events.	C.7
	4	Events - Provide staff support for outreach events (in-person and/or remote), as appropriate in the context of the strategic outreach plan, and in support of member agency requirements for achieving MRP-specified citizen involvement and outreach events in Provision C.7.c and C.7.d.	C.7, C.3.j
		Water Quality Monitoring	
	1	Regional Coordination - Provide staff support for ongoing monitoring planning and coordination at the regional level through the Regional Monitoring Coalition (RMC), BAMSC Monitoring/Pollutants of Concern Committee, and related sub-groups.	C.8, C.11/C.12
7	2	RMP - Participate on the San Francisco Bay Regional Monitoring Program’s (RMP) Small Tributary Loading Strategy team and attend Sources, Pathways, and Loadings Workgroup and other committee or workgroup meetings (i.e., PCBs Fate and Transport Workgroup, Emerging Contaminants Workgroup), as appropriate to represent C/CAG and its member agencies in RMP activities, develop lists of RMP monitoring sites to coordinate with Pollutants of Concern monitoring objectives, and advocate for effective utilization of RMP funds to support MRP compliance efforts and data needs.	C.8.c
	3	LID Monitoring - Plan and implement Low Impact Development Monitoring requirements for San Mateo County permittees, as detailed in C.8.d, including participating on behalf of C/CAG and its member agencies in a Technical Advisory Group(s) for LID/Trash Monitoring.	C.8.d

Task	Sub-task	Description	Related MRP Provision(s)
	4	Trash Monitoring - Plan and implement Trash Monitoring requirements for San Mateo County permittees, as detailed in C.8.e, including participating on behalf of C/CAG and its member agencies in a Technical Advisory Group(s) for LID/Trash Monitoring.	C.8.e
	5	Pollutants of Concern Monitoring – perform all aspects of the required pollutants of concern monitoring program specified in Provision C.8.f, and C.12.c, as appropriate.	C.8.f, C.8.c
	6	Pesticides and Toxicity Monitoring – perform all aspects of the required pesticides and toxicity monitoring program specified in Provision C.8.g.	C.8.g
	7	Reporting – Support all aspects of reporting, as applicable, under Provision C.8, including plan submittals under C.8.d and C.8.e, and all reporting requirements Provision C.8.h, in SWAMP-compatible format, as appropriate, for review and comment by member agencies, submittal to the Water Board by required due dates, and submittal of applicable data to the California Environmental Data Exchange Network.	C.8.e, C.8.d, C.8.h
		Trash Load Reduction	
8	1	Long-term Trash Load Reduction Plan Support – assist member agencies in maintaining up-to-date Long-term Trash Load Reduction plans: <ul style="list-style-type: none"> a) Update trash generation maps based on information from member agencies and trash assessments. b) Provide guidance and technical support on trash control management measures and plan implementation. c) Provide guidance on true source controls and associated trash generation reduction credits. d) Provide technical support for assessing and quantifying the trash reduction credit for true source controls. 	C.10.d
	2	Partial Trash Reduction – Curb Inlet Screens – Pursuant to Provision C.10.b, and building on prior regional analysis of curb inlet screen effectiveness, support regional study/assessment of curb inlet screen effectiveness in association with street sweeping for demonstrating reductions from Moderate to Low trash generation rates, as applicable.	C.10.b
	3	Trash Load Reduction Assessment Program – Assist member agencies with implementing a trash load reduction assessment program, including: <ul style="list-style-type: none"> a) Mapping trash load reductions over time based on member agency information related to full trash capture device installation or implementation of other trash control measures. b) Perform on-land visual assessments in high priority trash management areas as identified by member agencies to assist in documenting effectiveness of implemented control measures, in accordance with MRP Provision C.10.b. 	C.10.b

Task	Sub-task	Description	Related MRP Provision(s)
		c) Perform data management activities, including ongoing maintenance of the Countywide Program's visual trash assessment database.	
	4	Trash Offsets/Creek and Shoreline Cleanups – Assist member agencies in tracking and reporting load reduction data from creek and shoreline cleanup offsets, as applicable, consistent with Provision C.10.f.	C.10.f
	5	Full Trash Capture Device Operation and Maintenance Program – Assist member agencies in implementing permit-compliant operations and maintenance programs for full trash capture devices.	C.10.b
	6	Impracticability Report – Assist member agencies in the development of a programmatic Impracticability Report, as appropriate pursuant to Provision C.10.e by required date stated in the permit.	C.10.e
	7	Reporting – Support all aspects of reporting, as applicable, under Provision C.10.g, including focused assistance to member agencies in preparing annual report materials related to the trash load reduction requirements.	C.10.g
		PCBs and Mercury Load Reductions	
	1	Load Reduction Accounting - Coordinate with permittees and other countywide programs on documenting control measure implementation (including documenting implementation from previous permit term), and revisions, if any, to the measurement and estimation methodologies related to PCBs and mercury load reductions, consistent with Provisions C.11.a/C.12.a.	C.11.a/C.12.a
	2	Source Property Identification and Abatement - Plan and implement coordinated Countywide Program for Source Property Identification and Abatement, consistent with Provision C.12.b.	C.12.b
	3	Old Industrial Land Use Control Measure Plan - Pursuant to Provision C.12.c assist C/CAG and its member agencies in planning and implementing a Program for Control Measure Implementation in Old Industrial Areas to most cost-effectively achieve desired water quality outcomes associated with this Provision.	C.12.c
	4	PCBs Bridge Replacement/Rehabilitation - Pursuant to Provision C.12.d assist C/CAG and its member agencies in planning and implementing activities related to the development of a Program for Controlling PCBs from Bridges and Overpasses.	C.12.d
	5	PCBs in Electric Utilities - Pursuant to Provision C.12.e assist C/CAG and its member agencies in planning and implementing a Program for Controlling PCBs from Electric Utilities.	C.12.e
	6	GI to Manage Mercury/PCBs - Pursuant to Provision C.11.f/C.12.f assist C/CAG and its member agencies in planning and implementing green infrastructure to account for PCBs and mercury load reductions consistent with the requirements of Provisions C.12.h and C.3.j, leveraging the	C.11.f and C.12.f

Task	Sub-task	Description	Related MRP Provision(s)
		work described in section Task 5 above.	
	7	PCBs/Building Demolition - Pursuant to Provision C.12.g, assist C/CAG and its member agencies in activities associated with implementing a Program to Manage PCB-Containing Materials and Wastes During Building Demolition.	C.12.g
	8	PCBs/Mercury Control Measures Implementation Plan - Pursuant to Provision C.12.h, work with C/CAG and its member agencies to prepare updates to the San Mateo Countywide Control Measures Implementation Plan and RAA for Achieving PCBs and Mercury TMDLs for the San Francisco Bay (see Appendix 11 of 2020 Program Annual Report), as applicable. Coordinate with activities under Task 5, as appropriate.	C.12.h
	9	RMP Fate and Transport - Participate in the Regional Monitoring Program PCBs Fate and Transport Work Group on behalf of C/CAG and its member agencies.	C.12.i
	10	Risk Reduction - Pursuant to Provision C.11.j and C.12.j, plan and implement a Risk Reduction Program for PCBs and Mercury regarding the public health impacts of these pollutants in San Francisco Bay/Delta fish.	C.11.j, C.12.j
	11	Reporting - Support all aspects of reporting, as applicable, under Provision C.11/C.12, including focused assistance to member agencies in preparing annual report materials related to PCBs/mercury load reduction requirements.	C.11/C.12
		Exempted and Conditionally Exempted Discharges	
10	1	Firefighting Discharges – support countywide/regional coordination pertaining to new requirements for addressing MS4 discharges associated with firefighting activities: a) Pursuant to Provision C.15.b, participate on behalf of C/CAG’s member agencies in Regional Firefighting Discharges Working Group. b) Coordinate with regional Working Group and countywide programs on supporting development of regional or countywide, as applicable, preliminary and final BMP/SOP report regarding managing discharges to the MS4 associated with firefighting activities.	C.15.b
	2	Reporting – Support all aspects of countywide/regional reporting, as applicable, under Provision C.15.b pertaining to firefighting discharges.	C.15.b
		Unsheltered Populations	
11	1	Mapping – Pursuant to Provision C.17.a, as applicable, support C/CAG member agencies in developing/updating maps of unsheltered populations.	C.17
	2	Reporting – Support countywide/regional effort to document and report on BMPs and programmatic efforts to address non-stormwater discharges associated with unsheltered populations.	C.17
		Cost Reporting	

Task	Sub-task	Description	Related MRP Provision(s)
12	1	Cost Reporting Framework – Pursuant to Provision C.20.a and C.20.b, as applicable, support C/CAG member agencies and regional effort to develop a cost reporting framework to evaluate MRP compliance costs.	C.20
	2	Reporting – Support C/CAG member agencies with Countywide Program cost reporting as part of annual cost reporting/fiscal analysis reporting requirements, in accordance with Provision C.20.c.	C.20.c
		Asset Management	
13	1	Asset Management Plan, Inventory and Operations, Maintenance, Rehabilitation and Replacement Plan – Support C/CAG member agencies with development of Asset Management Plans, Inventories and Operations, Maintenance, Rehabilitation and Replacement Plan requirements, pursuant to Provision C.21.a and C.21.b – may include: <ul style="list-style-type: none"> a) Develop regionally consistent model documents/templates for developing jurisdictional Asset Management Plans, Inventories and Operations and Maintenance, Rehabilitation and Replacement Plans addressing the structure controls and tracking requirements detailed in Provision C.21. b) Consider linking asset management tracking and reporting components to San Mateo Countywide GI Mapping and Tracking Tool as described in Task 5 above. 	C.21, C.3.j
	2	Reporting – Support all countywide and permittee reporting requirements, as applicable, pursuant to Provision C.21.c.	C.21.c

ATTACHMENT 2
TEMPLATE SUB-TASK COST PROPOSAL TABLE

Template Cost Proposal Table (Sub-task level)

Sub-task X.1

Fiscal Year	Sub-task Description	Deliverables	Cost Estimate
Fiscal Year 2022-23 (Aug-Jun first year)			
Fiscal Year 2023-24			
Fiscal Year 2024-25			

ATTACHMENT 3
DRAFT CONSULTANT FUNDING AGREEMENT

**AGREEMENT
BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND CONSULTANT**

This Agreement entered this day of _____ **2022**, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County, hereinafter called “C/CAG,” and **XXX**, hereinafter called “Consultant”.

WHEREAS, C/CAG, is the Congestion Management Agency for San Mateo County and administers the Countywide Water Pollution Prevention Program (Countywide Program) to provide support to its member agencies in meeting municipal stormwater pollution prevention requirements issued by the San Francisco Bay Regional Water Quality Control Board; and

WHEREAS, C/CAG has determined on-call consulting services are needed to provide technical support to C/CAG and its member agencies in meeting stormwater pollution prevention requirements under the reissued Municipal Regional Stormwater Permit, “MRP 3.0”; and

WHEREAS, C/CAG issued a Request for Proposals soliciting on-call technical support services to the Countywide Program for MRP 3.0; and

WHEREAS, C/CAG has determined Consultant has the requisite qualifications to perform this work; and

WHEREAS, by approving Resolution 22-**XX**, the C/CAG Board of Directors authorized the C/CAG Executive Director to execute an agreement with Consultant to complete this work, and further authorized the C/CAG Executive Director to negotiate final terms, subject to legal counsel review prior to execution by the C/CAG Executive Director in a cumulative amount not to exceed **\$XXX**; and

WHEREAS, C/CAG may approve task orders at future dates for specific scopes of work and for funding amounts; and

WHEREAS, C/CAG has reviewed the CONSULTANT’s contract rate and cost structure for providing such work under future task orders.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **Services to be provided by Consultant.** As needs are identified, C/CAG staff will present the Consultant with a proposed scope of work for a specific task and request a cost proposal. The Consultant will provide C/CAG with a cost proposal for the specific task applying the billing rates as shown in Exhibit B attached hereto. The specific work scope and payment may be negotiated between the parties and a final task order defining cost and schedule (a "Task Order") will be prepared for execution. The C/CAG Executive Director must approve and execute the Task Order before it becomes effective and Consultant shall perform the Task Order work for the cost specified therein. Consultant shall provide services consistent with its stated Technical Proposal (Exhibit A) and qualifications submitted to C/CAG in response to C/CAG's May 2, 2022 Request for Proposals, herein incorporated by reference, and with specific Scopes of Services to be contained in Task Orders issued under this Agreement.

2. **Payments.**
 - a. In consideration of the Services rendered with all terms, conditions, and specifications set forth herein, in Exhibit A and Exhibit B, and in any subsequent Task Orders executed under the governance of this agreement, C/CAG shall reimburse Consultant on a time and materials basis based on the executed Task Order and the rates set forth in Exhibit B. The total amount of payment by C/CAG to all on-call stormwater consultants shall not exceed \$XXX for Services provided during Fiscal Year 2022-23. Future fiscal year not-to-exceed amounts for on-call stormwater consultants will be approved by the C/CAG Board annually as part of its overall budget approval process. Consultant shall submit to C/CAG for its approval monthly invoices for payment to be made within forty-five (45) days of the date of the invoice. In consideration of the payments hereinafter set forth, the Consultant shall provide services in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.

 - b. Invoices shall be submitted monthly and include names of personnel performing work; dates and times of project work; locations of project work; itemized costs, including identification of personnel providing services during the period of the invoice, number of hours and hourly rates for each employee or contractor, authorized travel expenses with receipts, and receipts for authorized materials or supplies; and a written progress report detailing the work completed during the period of the invoice.

3. **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 Consultant under this Agreement shall become the property of C/CAG and shall be promptly delivered to C/CAG. Upon termination, Consultant may make and retain a copy of such contract materials if permitted by law.

4. **Relationship of the Parties.** It is understood that Consultant is an Independent Consultant

and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Consultant.

5. **Non-Assignability.** Consultant shall not assign this Agreement or any portion thereof to a third party, or subcontract with a third party, without the prior written consent of the C/CAG Executive Director. Any such assignment or subcontract without the C/CAG Executive Director's prior written consent shall give C/CAG the right to automatically and immediately terminate this Agreement without penalty or advance notice.
6. **Contract Term.** This Agreement shall be in effect as of August 1, 2022 and shall terminate on September 30, 2025; provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days' notice to Consultant. Termination will be effective on the date specified in the notice. In the event of termination under this paragraph, Consultant shall be paid for all services provided to the date of termination, subject to availability of funding. Such payment shall be that prorated portion of the full payment determined by comparing the work actually completed to the work required by the Agreement.

7. **Hold Harmless/ Indemnity.**

- a. *General.* Consultant shall indemnify and save harmless C/CAG 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 Consultant 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 Consultant 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 Consultant'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 C/CAG and/or its officers, agents, employees, or servants. However, Consultant's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which C/CAG has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

- b. *Intellectual Property.* Consultant 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.

Consultant 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. Consultant shall defend, indemnify, and hold harmless C/CAG 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.

Consultant’s duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) C/CAG notifies Consultant promptly in writing of any notice of any such third-party claim; (b) C/CAG cooperates with Consultant, at Consultant’s expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Consultant retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise

(provided Consultant shall not have the right to settle any criminal action, suit, or proceeding without C/CAG’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 C/CAG, impair any right of C/CAG, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of C/CAG without C/CAG’s prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Consultant’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 C/CAG’s reasonable use of the services under this Agreement to be seriously endangered or disrupted, Consultant shall, at Consultant’s option and expense, either: (i) procure for C/CAG 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, Consultant will have no obligation or liability to C/CAG 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 C/CAG (other than modification performed by, or at the direction of, Consultant) 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 C/CAG in a manner prohibited by this Agreement.

The duty of Consultant 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.

8. **Insurance.**

a. *General Requirements.* Consultant or its subconsultants performing the services on behalf of Consultant shall not commence work under this Agreement until all insurance required under this section has been obtained. Consultant shall use diligence to obtain such insurance. Consultant shall furnish C/CAG with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Consultant's coverage to include the contractual liability assumed by Consultant pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

b. *Workers' Compensation and Employer Liability Insurance.* Consultant shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Consultant 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.* Consultant shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Consultant, its employees, officers and 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 that may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by any sub-consultant or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and approved by C/CAG Staff.

d. *Insurance Limits; Insured Entities; Breach.* Required insurance shall include:

Required Amount	Approval by C/CAG Staff if under
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		\$ 1,000,000
1. Comprehensive General Liability	\$ 1,000,000	_____
2. Workers' Compensation	\$ Statutory	_____
3. Professional Liability	\$1,000,000	_____
4. Motor Vehicle Liability	\$1,000,000	_____

C/CAG 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 the insurance afforded thereby to C/CAG, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers, agents, employees, and servants have other insurance against a 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, the C/CAG Chairperson, at his/her 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.

9. **Compliance with All Laws.** Consultant shall at all times comply with all applicable federal, state, San Mateo County, and municipal laws, ordinances, and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, San

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

10. **Non-discrimination.** The Consultant and any subconsultants performing the services on behalf of the Consultant shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
11. **Substitutions:** If specific people are identified in Exhibit A as working on this Agreement, Consultant will not assign others to work in their place without the prior written consent of the C/CAG Executive Director. Any substitution shall be with a person of commensurate experience and knowledge unless otherwise authorized by the

C/CAG Executive Director.

12. **Sole Property of C/CAG:** Work products of Consultant which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG. Consultant shall not be liable for C/CAG's use, modification or re-use of products without Consultant's participation or for purpose other than those specifically intended pursuant to this Agreement.
13. **Access to Records.** C/CAG, or any of its duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Agreement for the purpose of conducting audits or examinations or making excerpts or transcriptions.
14. **Record Retention; Right to Monitor and Audit.**
 - a. Consultant shall maintain all required records relating to services provided under this Agreement for three (3) years after C/CAG makes final payment and all other pending matters are closed, and Consultant shall be subject to the examination and/or audit by C/CAG, a Federal grantor agency, and the State of California.
 - b. Consultant shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by C/CAG.
 - c. Consultant agrees upon reasonable notice to provide to C/CAG, to any Federal or State department having monitoring or review authority, to C/CAG'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. **Permits/Licenses.** If any license, permit, or approval is required to perform the work or services required by this Agreement, Consultant bears the responsibility to obtain said license, permit, or approval from the relevant agency at Consultant's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
16. **Merger Clause.** This Agreement, including Exhibits A and B attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this Agreement are not binding. All subsequent modifications shall be in writing and signed by the C/CAG Chairperson. In the event of a conflict between the terms, conditions or

specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.

17. **Governing Law.** This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules, and any suit or action initiated by either party shall be brought in the County of San Mateo, California.
18. **Notices.** All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and addressed as follows:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Reid Bogert

Notices required to be given to the CONSULTANT shall be addressed as follows:

CONSULTANT Name
CONSULTANT Address
Attention: ***

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

(CONSULTANT)

By _____

City/County Association of Governments of San Mateo County (C/CAG)

By _____
C/CAG Chair

C/CAG Legal Counsel

By _____
Melissa Andrikopoulos, C/CAG Counsel

Exhibit A

SCOPE OF WORK, BUDGET AND SCHEDULE

Exhibit B

CONSULTANT BILLING RATES

Hourly billing rates for Consultant and sub-consultant(s) are included on the following pages