

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
MARIPOSA PLANNING SOLUTIONS**

This Agreement is entered this [DAY] of October, 2023, 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 MARIPOSA PLANNING SOLUTIONS, hereinafter called “Consultant.”

WHEREAS, C/CAG, is the Congestion Management Agency for San Mateo County; and

WHEREAS, in December 2022, C/CAG Board of Directors adopted the San Mateo County Shared Micromobility Feasibility Study and Implementation Plan (Plan), which recommended a multi-jurisdictional shared micromobility pilot program in the County, with a pilot duration of one to two years with possible extensions. The two locations recommended for the pilot are 1) Daly City, Broadmoor, and Colma, and 2) Redwood City and North Fair Oaks. This selection is based on their close proximity to high frequency transit locations, the ability to serve a large population in an equity priority community with limited access to vehicles and high reliance on transit; and

WHEREAS, to ensure a robust community engagement process, C/CAG determined the need to develop a Community Outreach Plan for the Shared Micromobility pilot project; and

WHEREAS, the purpose of a Shared Micromobility Community Outreach Plan, herein referred to as the “PROJECT”, is to seek community input on potential micromobility station locations and an equity program for the two shared micromobility pilot areas, in addition to providing support with program promotion and marketing; and

WHEREAS, through a Request for Proposal (RFP) process, C/CAG has determined that Consultant has the requisite qualifications to perform this work; and

WHEREAS, the total amount available to Consultant under this Agreement is not to exceed \$119,593; and

WHEREAS, by adoption of Resolution 23-86, the C/CAG Board of Directors approved a Shared Micromobility Community Outreach Plan and authorized the C/CAG Executive Director to execute agreements with Consultant to develop a Community Outreach Plan for the Shared Micromobility pilot project, and further authorize 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 \$119,593.

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

1. **Services to be provided by Consultant.** In consideration of the payments hereinafter set forth, Consultant shall provide services described in Exhibit A, *Scope of Work* attached hereto (the “Services”).

In the performance of its services, Consultant represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services, and Consultant represents that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.

2. **Payments.** In consideration of the services rendered with all terms, conditions, and specifications set forth herein, in Exhibit A, *Scope of Work*, and Exhibit C, *Key Personnel Assignments*, and in any subsequent task orders executed under the governance of this Agreement, C/CAG shall reimburse Consultant on a deliverable basis. The aggregate total amount of payment by C/CAG to Consultant for services shall not exceed one hundred nineteen thousand and five hundred ninety-three dollars (\$119,593), as shown in Exhibit B, *Project Budget and Schedule*, for services provided during the Contract Term set forth below, including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, subconsultants’ costs (including mark-up), travel, equipment, materials and supplies, expenses, and any fixed fee. Payments shall be made to Consultant monthly based on an invoice submitted by Consultant that has been reviewed and approved by C/CAG, identifies expenditures and describes services performed and percentage of deliverables completed. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.

Consultant will be reimbursed promptly according to California Regulations upon receipt by C/CAG Project Manager of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each deliverable or each task as applicable. Invoices shall follow the format stipulated for the approved Exhibit B, *Project Budget and Schedule* and shall reference this Agreement project title. Final invoice must contain the final cost and all credits due C/CAG. The final invoice should be submitted within sixty (60) calendar days after completion of Consultant’s work. Invoices shall be mailed or emailed to C/CAG Project Manager at the following address:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Kim Wever
kwever@smcgov.org

- 2.1. **Progress Reports and Meetings.** Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the C/CAG Project Manager to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special

problems encountered, so remedies can be developed. Consultant's Project Manager shall meet with C/CAG Project Manager, as needed, to discuss progress on the Agreement.

3. **Key Personnel.** The key personnel to be assigned to this work by Consultant and, if applicable, their hourly rates and the estimated hours to be supplied by each are set forth in Exhibit C, *Key Personnel Assignments*, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Exhibit C or a decrease in the hours provided to the project by such personnel of more than 10% requires the prior written approval of the C/CAG Project Manager or a designee. Consultant shall maintain records documenting compliance with this Section, and such records shall be subject to the audit requirements of Section 17. Consultant agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken. C/CAG reserves the right to direct removal of any individual, including key personnel, assigned to this work.
4. **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.
5. **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.
6. **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.
7. **Contract Term/Termination.** This Agreement shall be in effect as of [DATE], and Consultant shall commence work after notification to proceed by C/CAG Project Manager, and the Agreement shall terminate on October 31, 2024 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 Section, 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 completed to the work required by the Agreement.
8. **Cost Principles and Administrative Requirements.**
 - a. The Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

- b. The Consultant also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the Consultant to C/CAG.
- d. When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

9. **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 liable by reason of its own negligence or willful misconduct. 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.

This indemnification provision will survive termination or expiration of this Agreement.

- 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.

10. Disadvantage Business Enterprises (DBE) Participation.

- a.** Consultant, subrecipient (C/CAG), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, C/CAG shows a contract goal for DBEs. Consultant shall make work available to

DBEs and select work parts consistent with available DBE subconsultants and suppliers.

Consultant shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is Consultant's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies Consultant purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This Agreement is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into a federally-funded agreement will assist the C/CAG in a good faith effort to achieve California's statewide overall DBE goal.

- b. The goal for DBE participation for this Agreement is 0 %. Participation by DBE Consultant or subconsultants shall be in accordance with information contained in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the Agreement. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- c. Consultant can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the Consultant must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If Consultant has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information –Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

d. Contract Assurance

Under 49 CFR 26.13(b):

Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying Consultant from future proposing as non-responsible

e. Termination and Substitution of DBE Subconsultants

Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains C/CAG's written consent. Consultant shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without written authorization from C/CAG. Unless C/CAG's written consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

C/CAG authorizes a request to use other forces or sources of materials if Consultant shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. C/CAG stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet C/CAG's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.

10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. C/CAG determines other documented good cause exists.

Consultant shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise Consultant and C/CAG of the reasons why the use of other forces or sources of materials should not occur.

Consultant's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from Consultant to the DBE regarding the request.
3. Notices from the DBEs to Consultant regarding the request.

If a listed DBE is terminated or substituted, Consultant must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

f. Commitment and Utilization

The C/CAG's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

C/CAG shall request Consultant to:

1. Notify the C/CAG's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Local Assistance Procedures Manual (LAPM) Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If Consultant is a DBE Consultant, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify Consultant in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify Consultant in writing of the certification date. Consultant shall submit the notifications to C/CAG. Upon work completion, Consultant shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Local Assistance Procedures Manual (LAPM) Exhibit 17-O, form and submit the form to C/CAG within 30 days of contract acceptance.

Upon work completion, Consultant shall complete Local Assistance Procedures Manual (LAPM) Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to C/CAG within 90 days of contract acceptance. The C/CAG will withhold \$10,000 until the form is submitted. C/CAG will release the withhold upon submission of the completed form.

In C/CAG's reports of DBE participation to Caltrans, C/CAG must display both commitments and attainments.

- g. A DBE is only eligible to be counted toward the Agreement goal if it performs a commercially useful function (CUF) on the Agreement. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
- h. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- i. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- j. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid to each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE Consultant's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- k. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the

subconsultant shall notify Consultant in writing with the date of certification. Any changes shall be reported to C/CAG's Project Manager within thirty (30) calendar days.

- l. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th day of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to tC/CAG.
- m. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

11. **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 shows approval by C/CAG Staff.

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

	Required Amount	Approval by C/CAG Staff if under \$ 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.

12. **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 Mateo 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.

13. **Non-discrimination.** Consultant and any subconsultants performing the services on behalf of 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.

14. **Debarment and Suspension Certification.**
- a. The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
 - b. Any exceptions to this certification must be disclosed to C/CAG. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
 - c. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.
15. **Substitutions.** If particular persons or classifications are identified in Exhibit C 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 or classification of commensurate experience and knowledge unless otherwise authorized by the C/CAG Executive Director.
16. **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.
17. **Record Retention; Right to Monitor and Audit.**
- a. For the purpose of determining compliance with Gov. Code § 8546.7, the Consultant, Subconsultants, and C/CAG shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the Consultant's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. C/CAG, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal

laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant, Subconsultants, and the Consultant's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

- b. 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.
- c. 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.
- d. 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.

17.1. **Audit Review Procedures**

- a. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by C/CAG's Finance Department.
- b. Not later than thirty (30) calendar days after issuance of the final audit report, Consultant may request a review by C/CAG's Finance Department of unresolved audit issues. The request for review will be submitted in writing.
- c. Neither the pendency of a dispute nor its consideration by C/CAG will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.
- d. Consultant and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, C/CAG, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by C/CAG Contract Administrator to conform to the audit

or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by C/CAG at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, C/CAG or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

- e. Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the C/CAG Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
 1. During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, C/CAG will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

 - a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
 2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

3. If the Consultant fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
4. Consultant may submit to C/CAG final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of C/CAG; and, (3) IOAI has issued its final ICR review letter. The Consultant **MUST SUBMIT ITS FINAL INVOICE TO C/CAG** no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between C/CAG and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.
18. **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.
19. **Lobbying.** Consultant agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.
20. **Merger Clause; Amendments.** This Agreement, including Exhibits A and B attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto regarding 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 amendments shall be in writing and signed by the C/CAG Chair. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A or B attached hereto, the terms, conditions or specifications set forth herein shall prevail.
21. **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.
22. **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: Kim Wever
kwever@smcgov.org

Notices required to be given to Consultant shall be addressed as follows:

Mariposa Planning Solutions
88 South 3rd Street, Suite 203
San Jose, CA 95113
Attention: Chris Lepe
chris@mariposaplan.com

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

Mariposa Planning Solutions (Consultant)

By _____
Chris Lepe, President Date _____

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

By _____
Sean Charpentier, Executive Director Date _____

By _____
Melissa Andrikopoulos, Legal Counsel Date _____

Exhibit A

Scope of Work

Task 1: Project Administration and Meetings

The Consultant shall schedule and provide agendas, meeting materials, and minutes for meetings with C/CAG staff who will provide project direction. The Consultant shall also provide monthly progress reports and invoices for work completed during the prior month.

The Consultant may be tasked to present progress updates and/or draft deliverables at a minimum of two (2) Micromobility Governance Working Group, and one (1) C/CAG Board meetings. The Micromobility Governance Working Group includes representatives from the pilot participating jurisdictions: Daly City, Colma, Redwood City, and County of San Mateo, and community advisors, such as staff from County Supervisor's office, transit agencies, and other interested partners. When requested, the Consultant will assist with facilitating the Micromobility Governance Working Group meetings.

Project Management Approach

A successful team places people in positions that best leverage their individual expertise and skills. The following outlines key components of our management approach:

- PROJECT KICK-OFF AND CHECK-INS:
 - In order to ensure the project starts off on the right foot, the first step is to conduct a project kick-off meeting. The meeting serves to verify the goals and objectives of the project, share information, establish lines of communications, identify key stakeholders, and review schedules and budgets.
 - The Consultant will organize and facilitate weekly project management teams meetings with the Project Manager (PM) and relevant consultant team and C/CAG staff to ensure strong coordination and adherence to the schedule. Agendas will be shared in advance of meetings, with clear meeting minutes taken during each meeting in a shared file, followed by a recap of action items and next steps via email.
- MONTHLY PROGRESS REPORTS AND INVOICES: The Consultant shall provide monthly progress reports and invoices for work completed during the prior month..
- COMMUNICATION: The project manager will serve as a communication hub ensuring clear, concise, and timely information. The Consultant will clearly outline needs, provide pertinent background information with options and a recommendation, and

most importantly make it clear when a decision or action is needed. All important communications and decisions are documented for future reference.

- SCHEDULE MANAGEMENT: Meeting critical milestones drives success. Milestones are confirmed at the kick-off meeting where the Consultant learn more about the desired schedule and primary project goals and challenges. The Consultant will then work with their team to further detail key milestones in the project schedule and scope and lay out the steps and potential risks to achieving them.
- MILESTONE TRACKING:
 - Milestones are tracked throughout the project in a SmartSheet project schedule.
 - Action items, deliverables, and progress updates are discussed in detail at reoccurring progress meetings with a focus on critical milestone impacts. The Consulntant will immediately notify C/CAG of events that may impact schedule or budget. If for whatever reason, there are challenges in meeting the proposed schedule, the PM will communicate promptly to appropriate agency staff to identify solutions.

Cost Management Approach: The Consultant will manage costs by setting expectations through timely and accurate estimating and communication. This begins during scope and fee development where risks and contingency tasks and budgets are identified. This continues into planning where major ideas and decisions are tied back to budget and schedule.

Presentation and Facilitation of decision making and advisory bodies: When tasked, the Consultant will present and/or facilitate discussion at C/CAG Board and Micromobility Governance Working Group meetings. Budget has been set aside to allow for pre-meeting preparation, including developing presentation slides and talking points, as well as post-meeting follow-up, including de-briefs with the client.

The consultant team will work collaboratively with C/CAG staff to craft a detailed outreach plan and list of key stakeholders. As shown in the workplan, Brytanee Brown of Emergent Labs will lead much of the work as it relates to coordination with C/CAG and selection, outreach plan drafting, and engagement of CBOs. Anthony Montes of Silicon Valley Bicycle Coalition, and Chris Lepe and Allison Mannos of Mariposa Planning Solutions will provide support on the engagement planning. Allison Mannos of Mariposa Planning Solutions will lead drafting factsheets, talking points, and collateral and project managing translation for all written materials into Tagalog, Spanish and Chinese, with the entire project team and C/CAG staff reviewing collateral. Andrew Saephan of Emergent Labs will execute all graphic design for collateral.

Task 1 Deliverables:

1. Project Kick-off Meeting
2. Weekly project management meeting agendas, materials, action items and minutes
3. Invoices with progress reports
4. Micromobility Governance Working Group and C/CAG Board meetings

Task 2: Planning Phase Community Outreach Plan and Collaterals

The success of the San Mateo County shared micromobility initiative heavily depends on meaningful community engagement, and it is critical to foster a sense of ownership and inclusivity during the process. The Consultant shall first create a comprehensive Community Outreach Plan that provides a framework, accompanying strategies, costs, timelines and performance indicators on the following areas:

- a) Educating the stakeholders about the shared micromobility program:** *The Consultant shall identify and assemble a list of key stakeholders for the project, including local residents, community based organizations (CBOs), businesses, advocacy groups, government officials, media contacts, and transportation experts. The Consultant shall also assist C/CAG with assembling a comprehensive contact list of CBOs in San Mateo County and the corresponding communities they serve. Key components of the contact list may include, but not limited to, organization name, type of organizations, a description of their service, contact person, contact information, website address, social media information, and the languages spoken by the organization's staff or volunteers. Furthermore, the Consultant shall also develop educational materials about micromobility safety, rules, and benefits for dissemination throughout the community.*
- b) Determining the best avenues to get input from the residents and community members:** *The Consultant shall make recommendations on the appropriate outreach channels and develop multilingual materials to support the engagement process. A wide range of creative and cost-effective communications strategies shall be considered. The various outreach channels can include, but not limited to public meetings, social media campaign, partnership with community-based organizations, engagement with youth and elderly groups, and mobile workshops.*
- c) Obtaining feedback on bike and scooter share station locations;** *The Consultant shall assist with engaging the community to better understand their needs, preferences and concerns related to shared micromobility station locations. The consultant will analyze the feedback received and help identify station locations that are convenient and easily accessible.*

- d) **Supporting C/CAG in the development of a meaningful subsidy program to incentivize and promote the use of this new shared mobility option.** Using the input gathered from the stakeholders, the Consultant will carefully analyze the feedback received and support C/CAG in designing a micromobility subsidy program that boost affordability, inclusivity and accessibility.

Approach

The consultant team will integrate an array of services and strategies tailored to the distinct needs of the community.

The Consultant is committed to centering the needs of the community at all stages of the engagement process. To achieve this, the Consultant will develop community-centered strategies that ensure participation, while also drawing upon the valuable insights from past efforts. This engagement process will be a collaborative effort in partnership with community stakeholders and C/CAG, extending throughout the entirety of the engagement process. The consultant team will engage residents to determine station placement, financial barriers, subsidy program considerations, and transportation needs.

Station Placement:

The Consultant will actively engage residents through mobile outreach, service-based outreach, stakeholder engagement, and surveys to identify priority areas for station placement. This engagement process will be inclusive and consider input from diverse voices within the community. The consultant team will develop engagement strategies that prioritize station locations based on a combination of factors, including but not limited to:

- **Transit as a Critical Service:** Focusing on neighborhoods with high transit usage to facilitate connections between micromobility and public transportation.
- **Environmental Justice:** Identifying communities facing environmental injustices and ensuring they have access to shared mobility options.
- **Displacement-Burdened Communities:** Giving priority to communities that have been historically affected by displacement and urban development.
- **Income-Burdened Populations:** Ensuring that areas with income-burdened populations receive ample access to shared mobility programs.

Engagement for the Subsidy Program Development:

The Consultant's engagement process begins by actively involving San Mateo County residents to understand the financial barriers they face. The Consultant will seek community input through mobile outreach, service-based outreach, stakeholder engagement, and surveys to explore equitable proxies for income qualification. These proxies may include factors such as the cost of living, pollution-impacted zip codes, housing cost burdens, displacement-affected communities, and existing subsidies, such as CalFresh and PG&E's CARE/FERA programs. Through collaboration with the community, the team will aim to identify the most suitable proxies that align with the county's priority communities.

Collaborative decision-making involving community stakeholders ensures that pricing and qualification guidelines are responsive to the diverse voices within the county. The Consultant's approach remains adaptable to adjustments based on ongoing feedback and changing needs, ensuring alignment with the evolving community priorities.

Sub-Tasks

- Finalize scope and timeline
- Identify key stakeholders and project champions
- Identify level of community engagement (inform, consult, involve, collaborate, empower) for all stakeholders and potential participants
- Identify community engagement objectives
- Identify appropriate community engagement techniques
- Draft Community Outreach Plan outline and get client review
- Draft messaging and materials (factsheet, social media toolkits) copy and get client review
- Present messaging and materials to Micromobility Governance Working Group and obtain input
- Project manage factsheet translation into Spanish, Chinese, and Tagalog

Deliverables

1. Draft Planning Phase Community Outreach Plan Outline
2. Draft Planning Phase Community Outreach Plan
3. Final Planning Phase Community Outreach Plan

4. San Mateo County Community Based Organizations (CBOs) Contact List
5. San Mateo County Shared Micromobility Program public friendly fact sheet (in English, Spanish, Chinese, and Tagalog), social media toolkits, and messaging for the C/CAG website and outreach partners

Task 3: Implementation of the Planning Phase Community Outreach Plan

The Consultant shall deliver the recommendations outlined in the Planning Phase Community Outreach Plan. This will include crafting persuasive and engaging messages that highlight the benefits of the micromobility program, reaching the target audiences using the most effective communications channels, designing, and producing visually appealing marketing materials, organizing events and workshops, and engaging with local media to prepare press release and media kits. Furthermore, the Consultant will use tracking tools to measure the effectiveness of various outreach activities and channels. These performance indicators will allow the team to regularly make adjustments to the delivery of the tasks outlined in the Plan. The Consultant will serve as co-host and on-site coordinator for any outreach activities, as appropriate. The Consultant shall also provide appropriate logistical support, including appropriate meeting facilities and equipment, interpreter services, childcare as needed, and appropriate food and beverages. Consultant shall produce and distribute appropriate materials to advertise meetings or other outreach.

Approach

Leveraging the consultant team's expertise in transportation justice and community empowerment, the team will craft a culturally-relevant, multi-faceted community engagement strategy that resonates deeply with the diverse communities of San Mateo County. SVBC will lead two in-person outreach events, two in-person pop-up events, and one virtual event in San Mateo County. In addition, a survey and visual element will be produced in multiple languages to collect feedback from community members on the preferred areas for device stations in the pilot areas and improving equitable access for all. The two in-person events will be service-based, offering free bike repairs and food to community members for their participation and feedback. The two in-person, pop-up events will prioritize meeting community members where they are, leaning on community-based organizations and local partners to provide a venue to engage community members and offer food and small incentives for their participation. All in-person events will be held in the proposed pilot areas: two in Daly City-Broadmoor-Colma, and two in Redwood City-North Fair Oaks from November 2023 to February 2024. SVBC will also host a virtual feedback session during its Bikitivist Forum, a monthly gathering of its local volunteers and advocates in San Mateo County, incentivizing community-based organizations and members of the community to

participate through stipends. The virtual session will be centered around educating the community about the proposed shared micromobility program and soliciting feedback on improving the programmatic elements with respect to equity.

Sub-Tasks

- Mobile outreach: Tabling at community destinations and transportation hubs along the corridor (grocery stores, churches, parks, and bus hubs) the advantages of a micromobility in their communities
- Service-Based Outreach: Execute two bike repair clinics in the pilot areas, offering free bike repairs and food in exchange for community input
- Identify community-based organizations serving community members in the pilot areas to collaborate with
- Develop outreach intercept surveys and visual aids and get client review
- Coordinate translation services for collateral and surveys
- Execute a virtual feedback and information session for San Mateo County residents
- Coordinate interpretation for virtual feedback session (as needed)
- Synthesize survey and feedback session responses and produce a report summarizing findings

Deliverables

1. Community intercept survey and visual aids (in English, Spanish, Chinese, and Tagalog)
2. Completed print surveys and notes from virtual feedback session
3. Summary of event(s), findings and assessments from the Planning Phase (To be completed by March 2024 to advise the procurement of the shared micromobility program operator)
 - a. Recommendation on best places to install device stations
 - b. Recommendation on potential equitable access strategies

Task 4: Micromobility Service Launch Marketing Plan

Based on the experience of delivering the Planning Phase Community Outreach Plan, the Consultant shall develop a well-structured and targeted marketing campaign to promote the launch of micromobility service. At a minimum, the marketing plan should include the following key components:

- a. *Develop a strong brand and visual identity, including a memorable name, logo and color scheme, for the subsidy program.*
- b. *Prepare press release and media kits to share news about the micromobility service launch and the subsidy program with local media outlets.*
- c. *Propose launch event ideas to introduce the service to the community.*
- d. *Develop a list of key performance indicators to monitor the effectiveness of the marketing efforts.*

Approach

The consultant team will work collaboratively with C/CAG staff to create a detailed marketing plan, directly informed by community outreach and input, with Key Performance Indicators/marketing campaign metrics to evaluate success. The team will work closely with the operator to incorporate best practices and operator team capacity into the marketing plan to optimize a smooth and successful implementation.

Sub-Tasks

- Draft marketing plan outline and get client review
- Draft marketing plan and get operator/client input/review
- Refine and finalize marketing plan and get final client review
- Lead client discussion to identify branding concepts
- Draft program branding and get client review
- Refine branding and get final client review
- Present on marketing plan to C/CAG Board and/or Micromobility Governance Working Group to update on program launch marketing efforts

Task 4 Deliverables:

1. Draft Service Launch Marketing Plan Outline
2. Draft Service Launch Marketing Plan
3. Final Service Launch Marketing Plan
4. Program branding and related files

Task 5: Optional Tasks As Needed

As needed and only upon prior approval from the C/CAG project managers, optional tasks as assigned may include but are not limited to:

1. Assist with the delivery of tasks in the Service Launch Marketing Plan

Task 5 Deliverables:

To be determined

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Exhibit B

Project Budget and Schedule

PROJECT BUDGET

Task/Deliverable		Total Labor Hours	Direct Expenses	Total Project Cost
Task 1	Project Administration and Meetings	136		\$ 33,219
1.1	Project Kick-Off Meeting	16		\$ 3,439
1.2	Weekly Project Management Meetings	80		\$ 19,000
1.3	Monthly Invoices and Progress Reports	10		\$ 2,800
1.4	Micromobility Working Group and C/CAG	30		\$ 7,980
Task 2	Planning Phase Community Outreach Plan and Collaterals	124		\$ 27,402
2.1	Planning Phase Community Outreach Plan Outline	7		\$ 1,620
2.2	Draft Planning Phase Community Outreach Plan	59		\$ 13,635
2.3	Final Planning Phase Community Outreach Plan	26		\$ 5,970
2.4	San Mateo County Community Based Organizations (CBOs) Contact List	6		\$ 1,466
2.5	San Mateo County Shared Micromobility Program public friendly fact sheet (in English, Spanish, Chinese, and Tagalog), talking points social media toolkits, and messaging for the C/CAG website and outreach partners	26		\$ 4,711
Task 3	Implementation of the Planning Phase Community Outreach Plan	174		\$ 29,553
3.1	Community outreach intercept survey and visual aids (in English, Spanish, Tagalog, and Chinese)	55		\$ 9,404
3.2	Completed print surveys and notes from virtual feedback session	13		\$ 2,105
3.3	Community outreach (4 geographic specific in person events and pop ups, 1 virtual event for a broader geographic audience, and an online survey) and outreach summary, findings, and assessments from the Planning Phase (to be completed by March 2024 integrating feedback from the shared micromobility program operator).	106		\$ 18,044
Task 4	Micromobility Service Launch Marketing Plan	120		\$ 21,119
4.1	Service Launch Marketing Plan Outline	10		\$ 2,061
4.2	Draft Service Launch Marketing Plan	72		\$ 12,204
4.3	Final Service Launch Marketing Plan	38		\$ 6,854
Total Hours		554		
Direct Expenses (Travel, Materials, Stipends, Interpretation & Translation Services, & Bike Repairs for events)			\$ 8,300	\$ 8,300
			Total Project Cost	\$ 119,593
Non-Labor Costs (Direct Expenses)				
	Mileage for outreach	\$800		
	Outreach costs (printing fliers, banners, food, outreach promotional items, etc.)	\$2,500		
	Stipends for community participation	\$3,000		
	2 free bike repairs for events	\$500		
	Interpretation (4 hours for virtual events)	\$500		
	Translation (written) - 4 pages of content (fact sheet and survey - assume 2 pages each), 250 words per page across 3 languages (Spanish, Chinese, and Tagalog) + any updates from client revisions	\$1,000		
	TOTAL \$	\$8,300		

PROJECT SCHEDULE

Task	Q4			Q1			Q2			Q3		
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Task 1: Project Administration and Meetings												
1. Project Kick-off Meeting												
2. Weekly project management meeting agendas, materials, action items and minutes		[Green bar from Oct to Sep]										
3. Invoices with progress reports		[Green bar from Oct to Sep]										
4. Micromobility Governance Working Group and C/CAG Board meetings		[Green bar from Nov to Sep]										
Task 2: Planning Phase Community Outreach Plan and Collaterals												
1. Planning Phase Community Outreach Plan Outline	[Green bar]											
2. Draft Planning Phase Community Outreach Plan		[Green bar]										
3. Final Planning Phase Community Outreach Plan			[Green bar]									
4. San Mateo County Community Based Organizations (CBOs) Contact List	[Green bar]											
5. San Mateo County Shared Micromobility Program public friendly fact sheet (In English, Spanish and Chinese), talking points and other marketing collaterals	[Green bar]											
Task 3: Implementation of the Planning Phase Community Outreach Plan												
1. Targeted outreach materials appropriate for each event (in-person and online)	[Green bar]											
2. Community outreach and summary of event(s), findings and assessments from the Planning Phase			[Green bar]									
Task 4: Micromobility Service Launch Marketing Plan												
1. Service Launch Marketing Plan Outline					[Green bar]							
2. Draft Service Launch Marketing Plan						[Green bar]						
3. Final Service Launch Marketing Plan								[Green bar]				

Exhibit C
Key Personnel Assignment

Hourly billing rates and staff for CONSULTANT and SUBCONSULTANT(S) are included below.

MARIPOSA PLANNING SOLUTIONS

	<u>Name</u>	<u>Loaded Rate/hour</u>	<u>Est. hours</u>	<u>Task Description</u>
1.	Chris Lepe	\$280	100	Project Manager/Point of Contact, Task 1-4
2.	Allison Mannos	\$175	112	Communications/Equity Advising, Task 1-4

EMERGENT LABS (SUBCONSULTANT)

	<u>Name</u>	<u>Loaded Rate/hour</u>	<u>Est. hours</u>	<u>Task Description</u>
3.	Brytanee Brown	\$238	136	Outreach Planning, Task 1-4
4.	Andrew Saephan	\$150	70	Graphic Design, Task 2-4

SILICON VALLEY BICYCLE COLLATION (SUBCONSULANT)

	<u>Name</u>	<u>Loaded Rate/hour</u>	<u>Est. hours</u>	<u>Task Description</u>
5.	Sandhya Laddha	\$175	17	Advocacy Director, Task 3
6.	Anthony Montes	\$150	82	Assoc. Director of Advocacy, Task 1-4
7.	Heather Wolnick	\$150	17	Community Organizer, Task 3

DBE Exhibits

- Exhibit 10-O1 Consultant Proposal DBE Commitment
- Exhibit 15-H: Proposer/Contractor Good Faith Efforts
- Exhibit 10-Q Disclosure of Lobbying Activities
- Exhibit 10-K Consultant Annual Certification of Indirect Costs and Financial Management System

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