

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
MIG, INC**

This Agreement is entered into this 18th of December, 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 MIG, Inc, hereinafter called “Consultant.”

WHEREAS, C/CAG was initially formed to address common issues among members, and to adopt and implement state mandated countywide plans and programs, including congestion management, integrated solid waste management, airport land use and hazardous waste management;

WHEREAS, over time, the Agency has evolved to tackle a number of additional issues that affect the quality of life of the community; and

WHEREAS, throughout its history, C/CAG has operated without a formalized strategic plan. With the successful completion of the Agency's Equity Assessment and Framework, it marks the initiation of the Agency's inaugural strategic planning process; and

WHEREAS, C/CAG released a Request for Proposal (RFP) seeking a consultant team to prepare a strategic plan for the Agency; and

WHEREAS, through a competitive procurement process, C/CAG has determined that MIG has the required qualifications to perform this work; and

WHEREAS, pursuant to the C/CAG Board of Directors approval of Resolution 23-104, C/CAG’s Executive Director is authorized to execute an Agreement with MIG for a total not to exceed amount of \$118,623 to complete the Project, with a project term through September 30, 2024.

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 compensate Consultant on a deliverable basis. The aggregate total amount of payment by C/CAG to Consultant for services shall not exceed \$118,623, as shown in Exhibit B, *Project Budget and Schedule*, for services provided during the Contract Term set forth below.

Consultant will be paid promptly upon receipt and approval by C/CAG Project Manager of satisfactory itemized invoices. 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, note the percentage of deliverables completed and identify the expenditures. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG. Invoices shall follow the format stipulated in Exhibit B, *Project Budget and Schedule*, and shall reference this Agreement project title. The final project invoice must contain the final cost and all credits due to C/CAG. The final invoice should be submitted within sixty (60) calendar days after completion of Consultant's work. Invoices shall be emailed to C/CAG Project Manager at the following address:

City/County Association of Governments of San Mateo County
Attention: Sean Charpentier
Executive Director
scharpentier@smcgov.org

3. **Progress Reports and Meetings.** Consultant shall submit progress reports at least once a month with each project invoice during the term of this Agreement summarizing the work performed during the prior month and planned work for the following month. The progress report should be sufficiently detailed, addressing all relevant tasks/sub-tasks, for the C/CAG Project Manager to determine if Consultant is performing to expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or specific 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 Scope of Work.
4. **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 16. 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.

5. **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.
6. **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.
7. **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.
8. **Contract Term/Termination.** This Agreement shall be in effect as of December 18, 2023, and Consultant shall commence work after notification to proceed by the C/CAG Project Manager, and the Agreement shall terminate on September 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.
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. **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.

11. **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.
12. **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.
13. **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 Project Manager or a designee. Any substitution shall be with a person or classification of commensurate experience and knowledge unless otherwise authorized by the C/CAG Project Manager or a designee.

14. **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.
15. **Record Retention; Right to Monitor and Audit.**
 - a. Consultant shall maintain all required records relating to services provided under this Agreement for four (4) years after C/CAG makes final payment and all other pending matters are closed, and Consultant's records shall be subject to the examination and/or audit by C/CAG, a federal grantor agency, and/or 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.
16. **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.
17. **Merger Clause; Amendments.** This Agreement, including all Exhibits 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 or C/CAG Executive Director. In the event of a conflict between the terms, conditions or specifications set forth herein and those in the exhibits attached hereto, the terms, conditions or specifications set forth herein shall prevail.

- 18. **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.
- 19. **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: Sean Charpentier, Executive Director

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

MIG
800 Hearst Ave.
Berkeley, CA 94710
Attention: Daniel Iacofano

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

[MIG] (Consultant)

By _____ Date _____
Daniel Iacofano
Principal-in-Charge

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

By _____ Date _____
Sean Charpentier
C/CAG Executive Director

By _____ Date _____
Melissa Andrikopoulos
C/CAG Legal Counsel

Exhibit A

Scope of Work

C/CAG was initially formed to address common issues among members, and to adopt and implement state mandated countywide plans and programs, including congestion management, integrated solid waste management, airport land use and hazardous waste management. Over time, the Agency has evolved to tackle a number of additional issues that affect the quality of life of the community, including multi-modal transportation, air quality, climate change, stormwater runoff, and transportation/land use linkage. C/CAG provides a unique forum for the cities and the County to collaborate on common issues and develop cost-effective solutions. C/CAG is seeking a consultant to develop an agency strategic plan for the next three to five years.

C/CAG is the designated Congestion Management Agency (CMA) in San Mateo County, with commensurate responsibility for administration of certain State and Federal transportation funds to cities, the County and other agencies. As the CMA, C/CAG is also responsible for the development and implementation of the county-wide Congestion Management Program (CMP), a comprehensive program designed to reduce auto-related congestion through capital improvements, travel demand management, and coordinated land use planning among all local jurisdictions. C/CAG, along with the San Mateo County Transportation Agency, also provides staffing support to the San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA), which operates the San Mateo County express lanes on Highway 101 between I-380 and the Santa Clara County line.

C/CAG assists all 21 jurisdictions' to comply with the Regional Water Quality Permit and facilitates the design, construction and operation of multi-benefit regional storm water projects.

C/CAG also manages the Energy Watch Program, which identifies projects and refers customers to energy efficiency retrofit installers. Additionally, C/CAG oversees the Regional Integrated Climate Action Planning Suite (RICAPS) initiative, which assists local jurisdictions with the preparation of Climate Action Plans.

C/CAG supports two Boards of Directors (C/CAG and SMCEL-JPA) and nine standing committees with a combined total of 152 seats and 98 scheduled Brown Act meetings each year. C/CAG has 12 staff (including one vacant position), and an annual operating budget of \$39.7M.

C/CAG's planning and program activities include, but are not limited to:

- Countywide Transportation Plan
- Countywide Bicycle and Pedestrian Plan
- Congestion Management Program
- San Mateo County Congestion Relief Plan (SMCRP)
- Countywide Transportation Demand Management Policy
- Community Based Transportation Plans (4 in the County)
- Comprehensive Airport Land Use Compatibility Plans

- Collaboration between stormwater pollution management, flood control and sea Level rise efforts
- Countywide Integrated Waste Management Plan Five-Year Review (CIWMP)
- Major transportation funding: State Transportation Improvement Program (STIP), Transportation Development Act (TDA) Article 3, One Bay Area Grant Program (OBAG) Cycle 3, LifeLine Transportation, Measure M (\$10 vehicle registration fee), Transportation Fund for Clean Air (TFCA) funding
- Countywide Water Pollution Prevention Program
- San Mateo County Energy Watch; and
- State Legislative Advocacy

The Consultant shall lead all the tasks listed below and provide all project management activities to support each of the tasks.

1. **Project Administration**

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

Task 1.a Project Kick-Off Meeting

The Consultant will meet with C/CAG staff for a 2-hour virtual Project Kick-Off Meeting to review the project scope, schedule, and budget, as well as discuss expectations for the project, identify key issues to address, and confirm roles and responsibilities. This meeting will be scheduled as soon as the project is initiated.

Task Deliverables:

- Meeting Agenda and Materials
- Meeting Minutes with Action Items

Task 1.b Project Management Meetings

The Consultant will facilitate weekly one-hour virtual meetings (up to 20 meetings) to discuss project direction and review draft and final deliverables. The Consultant will provide an agenda and relevant meeting materials prior to each meeting and will prepare minutes outlining action items with the associated lead and deadline following each meeting.

Task 1b. Deliverables:

- Meeting Agendas and Materials
- Meeting Minutes with Action Items

Task 1.c Invoice Progress Reports

Included in the monthly invoice, the Consultant will provide a progress report summarizing work completed during the prior month and anticipated work to be completed during the next month.

Task 1.c. Deliverables:

- Invoice Progress Reports

2. **Background Review and Situation Analysis**

The Consultant will identify internal and external factors to be considered during the development of this strategic plan. These factors can then provide a realistic context for the strategic plan and ultimately provide an increased opportunity for making positive changes in the organization and the community. This task includes a background review of relevant documents, trends, legislative/ advocacy, and/or funding information related to the local, regional, and national transportation landscape.

Following the data review, the Consultant shall prepare a strengths, weaknesses, opportunities and threats (SWOT) analysis to help inform future strategic decisions. The SWOT analysis will include inputs from the Document and Data Review, Leadership Interviews (Tasks 4), and the Online Survey (Task 4). This analysis will offer a digestible overview of C/CAG's data and perspectives that leads to identification of salient assets, opportunities, and vulnerabilities as it relates to meaningful and productive change for the agency and community. The Consultant will present the SWOT analysis in PowerPoint to C/CAG staff for review and feedback. The findings of the analysis will be brought to the C/CAG Board of Directors (Task 4) and incorporated into the Strategic Plan.

Task 2 Deliverables:

- a. Draft SWOT analysis summary
- b. Final SWOT analysis summary

3. **Draft Vision Statement, Strategic Priorities and Project List**

Based on the SWOT analysis, the Consultant will support C/CAG by crafting a concise vision statement that outlines C/CAG's purpose, values and goals. Working with Agency staff, the Consultant will generate a set of specific strategic priorities, evaluate each priority based on feasibility, alignment with the agency vision statement and potential impacts, and prepare a draft list of priority projects organized by each strategic priority.

Task 3 Deliverables:

- a. Draft C/CAG Vision Statement
- b. Final draft C/CAG Vision Statement
- c. Draft Strategic Priorities
- d. Final draft Strategic Priorities

4. **Priority Setting Retreat with C/CAG Board of Directors**

The Consultant will facilitate a priority setting process with the C/CAG Board of Directors as a key step in the strategic planning process. The Consultant will engage with the C/CAG Board of Directors to understand the key issues, priorities, and needs for the future of C/CAG. Input collected through the leadership interviews and survey will inform the development and refinement of deliverables in Tasks 2 and 3, and input

compiled during the priority-setting process will inform the draft strategic plan.

Prior to the workshop, the Consultant will perform the following tasks:

- a) At a minimum, conduct interviews with the following stakeholders:
 - i. C/CAG Board Chair and Vice Chair;
 - ii. Up to 4 other C/CAG Board members; and
 - iii. A meeting with C/CAG staff.

The Consultant will work with C/CAG staff to identify a potential list of interviewees and prepare a list of initial questions.

- b) Develop and distribute a survey to C/CAG Board of Directors to gather input and perspectives on Agency goals and priorities.

The Consultant will work with C/CAG staff to determine the approach and questions for an online survey for the C/CAG Board of Directors. The Consultant will deploy the survey via a web-based tool and will manage the survey and resulting data. C/CAG staff will distribute the survey through its communication channels. The Consultant will analyze the survey results for inclusion in the SWOT analysis.

- c) Prepare a detailed workshop agenda and any associated supporting materials.

The Consultant will design and facilitate an in-person priority-setting process with the C/CAG Board of Directors to review the draft vision statement and strategic priorities. The format for the meeting will be highly interactive and will include an overview of the SWOT analysis and draft strategic priorities and priority projects. The Consultant will facilitate discussions to reach consensus among Board members and to begin moving forward strategic plan development. During facilitation, the Consultant will use a technique called “facilitation graphics” that combines the leadership skills of a professional facilitator with graphic notetaking. Discussion is recorded on large wall-sized paper during the meeting to help establish the group’s memory of both the flow and the content of discussions.

The Consultant will work with C/CAG staff to determine an approach for the workshop that includes the workshop objectives, the discussions and activities to be facilitated, and logistics including venue reservation, invitation, accommodations, and more. The Consultant will prepare a detailed workshop agenda and any materials to be used during the workshop. The Consultant will coordinate with C/CAG staff to confirm logistics for the workshop including venue reservation and accommodations. After the Board workshop, the Consultant will summarize the key discussions, decisions, and action items.

- d) After the Board workshop, the Consultant will generate a post workshop report that summarizes the key discussions, decisions and action items.

Task 4 Deliverables:

- a. Stakeholder interviews
- b. Draft Board of Directors survey
- c. Final Board of Directors survey
- d. Workshop Approach and Logistics
- e. Board workshop agenda and supporting materials
- f. Post Board workshop summary

5. Development of Strategic Plan

The Consultant will compile all the gathered information into a comprehensive strategic plan document. The Consultant will collaborate with C/CAG to develop an outline for the strategic plan. The Consultant will incorporate all deliverables produced to prepare a Draft Strategic Plan manuscript. Building from the strategic priorities and projects identified, the plan will accurately reflect C/CAG staff and funding capacities, and where appropriate, the Consultant will make recommendations for resource adjustments needed for successful implementation. The following is the initial outline for the document:

- Executive Summary
- C/CAG History and Roles
- Vision Statement
- Goals and Strategies
- Roles/Responsibilities
- Partnerships
- Timeframe
- Measuring Strategic Plan Performance

After the development of the draft Strategic Plan, the Consultant will hold a meeting with C/CAG staff to present the Plan contents and its recommendations. The Consultant will prepare a presentation to review the contents of the Draft Plan. The Consultant will incorporate any revisions shared by C/CAG staff during this session prior to developing the Final Draft Strategic Plan.

Based on feedback from the staff, a final draft Plan will be developed for public distribution. The Final Draft Strategic Plan will be produced as a graphically designed document that is reflective of C/CAG's brand. The finalization of the Strategic Plan is contingent upon the comprehensive incorporation of comments and input received from both C/CAG Board members and Committee members.

Task 5 Deliverables:

- a. Draft Strategic Plan
- b. Presentation to C/CAG staff
- c. Final Draft Strategic Plan
- d. Final Strategic Plan

6. C/CAG Board of Directors Work Session and Approval

After the draft Strategic Plan becomes available, the Consultant will prepare presentation materials to seek input from stakeholders, including the C/CAG staff, C/CAG

Standing Committees and the C/CAG Board of Directors, in advance of Plan adoption. The Consultant will deploy the Final Draft Strategic Plan through a user-friendly online commenting platform. This method can allow for Board and Committee members to submit comments in advance of the presentations and allow for participation from those unable to attend a presentation.

Task 6 Deliverables:

- a. Plan uploaded in online commenting platform
- b. Final Draft Strategic Plan presentation and materials
- c. Up to six presentations to C/CAG Standing Committees
- d. Two presentations to C/CAG Board of Directors

7. Optional Tasks As Needed

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

Task A. Ad-Hoc Committee Meetings

The Consultant will facilitate up to four two-hour virtual Ad-Hoc Committee Meetings to discuss and provide feedback on the draft approach and facilitation for the two Strategic Planning Sessions with the Board of Directors. C/CAG staff will work with the Board to determine which members will participate in this Ad-Hoc Committee. The Consultant will work with C/CAG staff during a project management meeting to discuss the agenda and approach for each meeting. The Consultant will provide an agenda and relevant meeting materials prior to each meeting.

Deliverables:

- Meeting Agendas and Materials
- Meeting Summaries

Task B. Staff Action Plan Working Session

The Consultant will facilitate one two-hour virtual working session with C/CAG staff to develop an approach for turning each strategic priority identified in the C/CAG strategic plan into more detailed action plans.

Deliverables:

- Strategic Priority Action Plan

Task C. Community Focus Group

The Consultant will design and facilitate one community focus group related to C/CAG focus areas that will convene representatives from up to 12 community-based organizations serving a diverse and targeted set of community members historically underrepresented in planning and decision-making processes. These could include community-based organizations serving people of color, low-income residents, community members whose primary language spoken is a language other than English, youth, and seniors.

This community focus group will be facilitated virtually for 90 minutes. The Consultant will develop a focus group approach that outlines the logistics, questions, invite, and list of proposed invitees. C/CAG staff will coordinate with member agencies to refine the invitee list, provide contacts, and encourage participation. Participants will be provided with a monetary stipend to compensate them for their time and expertise. The findings from this task will be incorporated into the SWOT Analysis.

Deliverables:

- Community Focus Group Approach

DRAFT

Exhibit B

Project Budget and Schedule

Project schedule and budget for CONSULTANT are included on the following pages.

DRAFT

TASK/ DELIVERABLE	DIRECT LABOR					TOTAL HOURS	SUBTOTAL DIRECT LABOR	DIRECT EXPENSES (See itemized description at the bottom of this form)	TOTAL COST
	MIG, Inc.								
	Principal-in-Charge	Project Manager	Research Analyst	Project Associate	Designer				
	Daniel Iacofano	Bridget Brown	Stephanie Pavón	Maria Mayer	TBD				
	\$350	\$130	\$150	\$130	\$150				
Task 1 - Project Administration									
1.a - Project Kick-off Meeting - Values in the table indicate calculated costs for a 2-hour virtual meeting and development of meeting materials.	4	6	0	2	0	12	\$ 2,440.00	\$ -	\$ 2,440.00
1.b - Weekly project management meeting agenda and action items. Values in the table indicate calculated costs based on 20 meetings and include the development of meeting materials. Cost per deliverable will depend on MIG staff in attendance and will average \$610.00.	25	30	10	10	0	75	\$ 15,450.00	\$ -	\$ 15,450.00
1.c - Invoices with Progress Reports. Values in the table indicate calculated costs based on 10 progress reports. Cost per deliverable is \$65.00.	0	5	0	0	0	5	\$ 650.00	\$ -	\$ 650.00
Task Subtotal	29	41	10	12	0	92	\$ 18,540.00	\$ -	\$ 18,540.00
Task 2 - Background Review and Situation Analysis									
2.a - Draft SWOT analysis summary - Values in the table indicate calculated costs for one round of review to provide feedback.	4	10	30	20	0	64	\$ 9,800.00	\$ -	\$ 9,800.00
2.b - Final SWOT analysis summary	4	20	10	20	0	54	\$ 8,100.00	\$ -	\$ 8,100.00
Task Subtotal	8	30	40	40	0	118	\$ 17,900.00	\$ -	\$ 17,900.00
Task 3 - Draft Vision Statement, Strategic Priorities and Project List									
3.a - Draft C/CAG Vision Statement - Values in the table indicate calculated costs for one round of review to provide feedback.	2	5	0	5	0	12	\$ 2,000.00	\$ -	\$ 2,000.00
3.b - Final draft C/CAG Vision Statement	2	5	0	5	0	12	\$ 2,000.00	\$ -	\$ 2,000.00
3.c - Draft C/CAG Strategic Priorities - Values in the table indicate calculated costs for one round of review to provide feedback.	2	5	0	10	0	17	\$ 2,650.00	\$ -	\$ 2,650.00
3.d - Final draft C/CAG Strategic Priorities	2	5	0	5	0	12	\$ 2,000.00	\$ -	\$ 2,000.00
Task Subtotal	8	20	0	25	0	53	\$ 8,650.00	\$ -	\$ 8,650.00
Task 4 - Priority Setting Retreat with C/CAG Board of Directors									
4.a - Stakeholder interviews - Values in the table indicate calculated costs based on 6 interviews.	8	15	0	20	0	43	\$ 7,350.00	\$ -	\$ 7,350.00

4.b - Draft Board of Directors survey - Values in the table indicate calculated costs for one round of review to provide feedback.	2	5	0	15	0	22	\$ 3,300.00	\$ -	\$ 3,300.00
4.c - Final Board of Directors survey - Values in the table indicate calculated costs for one round of review to provide feedback on the survey design and layout.	2	5	5	10	0	22	\$ 3,400.00	\$ 200.00	\$ 3,600.00
4.d - Board workshop agenda and supporting materials - Values in the table indicate calculated costs of development of materials, logistical workshop planning and coordination, and facilitation of a 6-hour in-person workshop including travel, set-up, and clean-up.	10	16	0	20	0	46	\$ 8,180.00	\$ 200.00	\$ 8,380.00
4.e - Post Board workshop summary - Values in the table indicate calculated costs for one round of review to provide feedback.	2	2	0	10	0	14	\$ 2,260.00	\$ -	\$ 2,260.00
Task Subtotal	24	43	5	75	0	147	\$ 24,490.00	\$ 400.00	\$ 24,890.00
Task 5 - Development of Strategic Plan									
5.a - Draft Strategic Plan - Values in the table indicate calculated costs for one round of review to provide feedback.	10	20	0	20	0	50	\$ 8,700.00	\$ -	\$ 8,700.00
5.b - Presentation to C/CAG staff - Values in the table indicate calculated costs for a 2-hour virtual meeting.	5	10	0	0	0	15	\$ 3,050.00	\$ -	\$ 3,050.00
5.c - Final Draft Strategic Plan - Values in the table indicate calculated costs for one round of review to provide feedback after input from Task 6 is incorporated.	5	15	0	0	15	35	\$ 5,950.00	\$ -	\$ 5,950.00
5.d - Final Strategic Plan	2	6	0	0	5	13	\$ 2,230.00	\$ -	\$ 2,230.00
Task Subtotal	22	51	0	20	0	113	\$ 19,930.00	\$ -	\$ 19,930.00
Task 6 - C/CAG Board of Directors Work Session and Approval									
6.a - Up to six presentations to C/CAG Standing Committees - Values in the table indicate calculated costs of six 1-hour virtual presentations.	10	15	0	10	0	35	\$ 6,750.00	\$ 400.00	\$ 7,150.00
6.b - Two presentations to C/CAG Board of Directors - Values in the table indicate calculated costs of two 1-hour in-person presentations and account for travel time, set-up, and clean-up.	10	10	0	5	0	25	\$ 5,450.00	\$ 250.00	\$ 5,700.00
Task Subtotal	20	25	0	15	0	60	\$ 12,200.00	\$ 650.00	\$ 12,850.00
TOTAL PROJECT COST (without Optional Tasks)								\$	102,760.00
5% Markup (Direct Costs/Administrative)								\$	52.50
TOTAL PROJECT COST (without Optional Tasks) + 5% Markup								\$	102,812.50



Subtotal of Optional Tasks + 5% Markup	\$ 15,810.00
TOTAL PROJECT COST (with Optional Tasks)	\$ 118,622.50

ITEMIZATION OF DIRECT EXPENSES
Task 4.c - Online survey platform fee
Task 4.d - Mileage to/from workshop, bridge tolls, parking fees, meals
Task 6.a - Online commenting platform fee
Task 6.b - Mileage to/from presentations, bridge toll, parking fees, meals
Optional Task 7C - Stipends for focus group participants

OPTIONAL TASKS									
Task 7 - As-needed Tasks (Optional)									
A - Ad-Hoc Committee Meetings	12	16	0	0	0	28	\$ 6,280.00	\$ -	\$ 6,280.00
B - Staff Action Plan Working Session	4	6	0	0	0	10	\$ 2,180.00	\$ -	\$ 2,180.00
C - Community Focus Group	5	10	0	25	0	40	\$ 6,300.00	\$ 1,000.00	\$ 7,300.00
Task Subtotal	21	32	0	25	0	78	\$ 14,760.00	\$ 1,000.00	\$ 15,760.00

Task 7 - 5% Markup (Direct Costs/Administrative) \$ 50.00
Task 7 Total + 5% Markup \$ 15,810.00



Exhibit C

Key Personnel Assignments

Hourly billing rates and staff for CONSULTANT are included below.

Name	Title	Hourly Rates
Daniel Iacofano	Principal-In-Charge	\$ 350
Bridget Brown	Project Manager	\$ 130
Stephanie Pavon	Research Analyst	\$ 150
Maria Mayer	Project Associate	\$ 130
TBD	Designer	\$ 150