

Agreement No. [26-19]

**AGREEMENT BETWEEN CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF
SAN MATEO COUNTY AND CLIMATE RESILIENT COMMUNITIES**

This Agreement is entered into 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 (“C/CAG”) and Climate Resilient Communities (“Consultant”) (together the “Parties”) on April 10, 2026.

RECITALS

WHEREAS, C/CAG administers the Countywide Water Pollution Prevention Program (the Countywide Program) to support its member agencies and the San Mateo County Flood and Sea Level Rise Resilience District (OneShoreline) to comply with state and federal mandated requirements of the Municipal Regional Stormwater Permit (MRP), issued by the San Francisco Bay Regional Water Quality Control Board; and

WHEREAS, The Countywide Program also supports countywide collaboration to advance regional-scale stormwater management through multi-benefit Green Stormwater Infrastructure planning and implementation support to further water quality, environmental, climate resilience and other co-benefit goals; and

WHEREAS, Pursuant to the C/CAG Board of Directors’ approval of Resolution 26-12, C/CAG’s Executive Director has executed a Restricted Grant Agreement (“Caltrans Grant Agreement”) with Caltrans for the Clean California Community Cleanup and Employment Pathway Grant Program in an amount not to exceed \$501,462 for C/CAG’s proposed Green Workforce for Clean and Sustainable Streets in San Mateo County Project (herein refer to as the “Project”), with a project term through October 31, 2027; and

WHEREAS, the primary goals of the Project are to conduct litter abatement activities, green jobs training, and community engagement in impacted and underserved communities in up to eleven jurisdictions on the Bayside of San Mateo County, as well as to establish a model green workforce development program in partnership with Consultant; and

WHEREAS, a portion of the grant deliverables and associated grant budget amounting to \$42,000 is allocated in the Caltrans Restricted Grant Agreement to Consultant as a primary partner on the Project to fund community-based litter cleanup and engagement related tasks and subtasks to be led by Consultant; and

WHEREAS, the provisions of the Restricted Grant Agreement between C/CAG and Caltrans, attached hereto as Exhibit D and incorporated herein by this reference, apply to the Project and all provisions of the Restricted Grant Agreement apply to Consultant as if recited in full in this Agreement; and

WHEREAS, by adoption of Resolution 26-12 the C/CAG Board of Directors authorized the C/CAG Executive Director to execute an Agreement with Consultant to provide the services described in Exhibit A, Scope of Work.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Services to be provided by Consultant.** In consideration of the payments set forth in this Agreement and in Exhibit B, *Project Budget and Schedule*, Consultant shall provide services for C/CAG in accordance with the terms, conditions, and specifications set forth in this Agreement and 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 in this Agreement and in Exhibit A, *Scope of Work*, and Exhibit C, *Key Personnel Assignments*, C/CAG shall make payment to Consultant based on the rates and in the manner specified in Exhibit B, *Project Budget and Schedule*. C/CAG reserves the right to withhold payment if C/CAG determines that the quantity or quality of the work performed is unacceptable. In no event shall C/CAG's total fiscal obligation under this Agreement exceed forty-two thousand dollars (\$42,000). Payments shall be made to Consultant monthly, upon submission of an invoice by Consultant that has been reviewed and approved by C/CAG and 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.
3. **Term.** Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 10, 2026 to October 31, 2027. All reimbursable work shall terminate no later than June 30, 2027.
4. **Termination.** This Agreement may be terminated by the C/CAG Executive Director at any time for any reason by providing 30 days' notice to Consultant. Subject to availability of funding, Consultant shall be paid for all services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work actually completed to the work required by the Agreement.

C/CAG may terminate this Agreement or a portion of the services referenced in the Exhibits based on the unavailability of federal, State, or other outside funds by providing written notice to Consultant as soon as is reasonably possible after C/CAG learns of said unavailability of outside funding.

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

5. **Progress Reports.** Consultant shall provide C/CAG with progress reports according to the schedule and form approved by the C/CAG Project Manager.
6. **Key Personnel.** The key personnel to be assigned to this work by the 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 14. 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.
7. **Contract Materials.** Upon expiration or termination of this Agreement, 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. Consultant shall not be liable for C/CAG's use, modification or re-use of products

without Consultant's participation or for purposes other than those specifically intended pursuant to this Agreement.

8. **Relationship of the Parties.** Consultant agrees and understands that the work and/or services performed under this Agreement are performed as an independent contractor and not as an employee of C/CAG and that neither Consultant nor its employees acquire any of the rights, privileges, powers, or advantages of C/CAG employees.
9. **Assignability and Subcontracting.** Consultant shall not assign this Agreement or any portion of it to a third party, or subcontract with a third party, to provide services required by Consultant 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.
10. **Hold Harmless/Indemnity.**

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

The duty 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.

- 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.

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's Liability Insurance.* Consultant shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer's 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.
- d. *Insurance Limits; Insured Entities; Breach.* Required insurance shall include:
 - (a) Comprehensive General Liability..... \$1,000,000

(b)	Workers' Compensation.....	Statutory
(c)	Motor Vehicle Liability Insurance.....	\$1,000,000
(d)	Professional 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 Executive Director, 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.** All services to be performed by Consultant pursuant to this Agreement shall be performed in accordance with all applicable federal, state, San Mateo County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the federal regulations promulgated thereunder, as amended (if applicable), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. In the event of a conflict between the terms of this Agreement and any applicable State, federal, San Mateo County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

The requirements of the Restricted Grant Agreement between Caltrans and C/CAG, are attached hereto as Exhibit D and incorporated herein by this reference. Consultant will comply with all applicable Restricted Grant Agreement requirements.

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

13. **Non-discrimination.**

- a. During the performance of this Agreement, the Consultant, its contractors, its sub-recipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- b. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by Caltrans to implement such article.
 - c. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and Caltrans upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Caltrans shall require to ascertain compliance with this clause.
 - d. Consultant and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - e. Consultant shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this Agreement.
14. **Substitutions.** If particular persons or classifications are identified in Exhibit A as providing services under 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.
15. **Record Retention; Right to Monitor and Audit.**
- a. Consultant, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - b. Consultant, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of Consultant, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Consultant, its contractors, subcontractors and sub-recipients connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years from the date of final payment to Consultant and shall be held open to inspection, copying, and audit by representatives of Caltrans, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by Consultant, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by Caltrans or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, Caltrans will rely to the maximum extent possible on any prior audit of Consultant pursuant to the provisions of State law. In the absence of such an audit, any acceptable audit work performed by C/CAG's external and internal auditors may be relied upon and used by Caltrans when planning and conducting additional audits.
 - c. For the purpose of determining compliance with applicable State law in connection with the performance of Consultant's contracts with third parties pursuant to Government Code Section 8546.7, Consultant, Consultant's sub-recipients, contractors, subcontractors, and Caltrans, shall each maintain

and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to Consultant under this Agreement. Caltrans, the California State Auditor, or any duly authorized representative of Caltrans or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and Consultant shall furnish copies thereof if requested.

- d. Consultant, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by Caltrans, for the purpose of any investigation to ascertain compliance with this Agreement.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of this Agreement to ensure Consultant has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this Agreement shall contain all the provisions of this Section.

16. 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 eligibility 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 (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

17. Cost Principles.

- a. Consultant agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- b. Consultant agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this Agreement shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.
 - c. Prior to Consultant seeking reimbursement of indirect costs, Consultant must have identified estimated indirect cost rate in Attachment II to the Restricted Grant Agreement, prepare and submit annually to Caltrans for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>.
 - d. Consultant agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this Section in its entirety.
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. **Merger Clause; Amendments.** This Agreement, all Exhibits and other attachments incorporated by reference, constitutes the sole agreement of the Parties with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any exhibit or attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations or representations between the Parties not expressly stated in this Agreement are not binding. All subsequent modifications or amendments shall be in writing and signed by the Parties.
20. **Controlling Law; Venue.** This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.
21. **Notices.** Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of C/CAG, to:

City/County Association of Governments of San Mateo County
 555 County Center, 5th Floor
 Redwood City, CA 94063
 Attention: Dan Sternkopf
 Email: dsternkopf@smcgov.org

In the case of Consultant, to:

Climate Resilient Communities
3921 East Bayshore Road
Palo Alto, CA 94303
Attention: Violet Saena
Email: violet.saena@crcommunities.org

22. **Electronic Signature.** Both C/CAG and Consultant wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law.

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

Climate Resilient Communities (Consultant)

By _____
Date

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

By _____
Sean Charpentier
C/CAG Executive Director
Date

C/CAG Legal Counsel

By _____
Melissa Andrikopoulos, C/CAG Counsel

Exhibit A

SCOPE OF WORK

In consideration of the payments set forth in Exhibit B, Consultant shall provide the following services:

The primary objectives of this Agreement are to conduct community-based litter cleanup activities near litter prone segments of El Camino Real and other selected Caltrans right-of-way areas in up to eleven jurisdictions in San Mateo County as detailed below. Consultant will provide outreach and engagement to community members in four key communities where Consultant has active involvement, including East Palo Alto, North Fair Oaks (Unincorporated San Mateo County in Redwood City), Belle Haven (City of Menlo Park) and Belle Air (San Bruno). Consultant will provide training and guidance to community members and will lead community-based cleanup workdays on a quarterly basis across the select community areas (i.e., one community area per quarter). Additional tasks include coordination with C/CAG's Project Manager, participating with local jurisdictions and San Jose Conservation Corps and Charter School (SJCC) to plan and execute the proposed cleanup schedule and develop a litter cleanup assessment form and data tracking process to support litter data compilation and evaluation.

The Scope of Work includes the following tasks and subtasks:

Task 1 - Project Work Plan, Partner Coordination and Engagement

Under Task 1, Consultant will work with the C/CAG Project Manager, the local participating municipalities and SJCC to develop and refine the proposed litter cleanup activities. This will include developing a Project Work Plan and supporting the development of a litter cleanup data collection form.

Subtask 1.1 - Work Plan

Consultant will support any necessary refinements and adaptive management changes to the tentative schedule of cleanup activities to be led by the Consultant. C/CAG's Project Manager will document any modifications in a Project Work Plan to be managed in coordination between the C/CAG Project Manager, Consultant, participating jurisdictions and SJCC.

Subtask 1.1. deliverables:

No.	Deliverable	Responsible Party
1	Work Plan	C/CAG, Consultant, Participating Jurisdictions, San Jose Conservation Corps and Charter School

Subtask 1.2 – Litter Cleanup Data Collection Form

Consultant will support developing an update of an existing Countywide Program litter collection and assessment form to focus on Project-specific goals. At a minimum, the form should catalog information on attendees/trainees, location, area cleaned/characteristics, and volumes of trash collected. Consultant will review and provide input on the revised Litter Collection Form.

Subtask 1.2. deliverables:

No.	Deliverable	Responsible Party
1	Updated Litter Collection Form	C/CAG, Consultant, Participating Jurisdictions, San Jose Conservation Corps and Charter School

Subtask 1.3 – Project Coordination

Consultant will participate in monthly coordination meetings with C/CAG and SJCC on overall project delivery and adaptive management of Work Plan.

Consultant will submit detailed invoices to C/CAG’s Project Manager on a monthly basis, using a template to be provided by C/CAG’s Project Manager.

Subtask 1.3. deliverables:

No.	Deliverable	Responsible Party
1	Monthly Invoices	Consultant

Task 2 – Community Litter Cleanups

Under Task 2, Consultant will facilitate community-led cleanup events on a quarterly basis in four key communities where Consultant has active involvement, including East Palo Alto, North Fair Oaks (Unincorporated San Mateo County in Redwood City), Belle Haven (City of Menlo Park) and Belle Air (San Bruno). Consultant will coordinate cleanups according to the sites and schedule described in the Project Work Plan to be developed under Subtask 1.1, following the proposed overall structure and schedule of cleanup activities proposed in the Project Approved Grant Application (Attachment III of Exhibit D of this Agreement). Any proposed changes to planned workdays, sites and logistics must be approved by C/CAG’s Project Manager.

Subtask 2.1 Cleanup Workdays

Consultant will conduct quarterly community-led cleanup workdays in each of the four primary community areas in accordance with the Work Plan that will be developed as part of Subtask 1.1. Community cleanups will focus on known litter accumulation areas in priority neighborhoods, illegal dumping sites and impacted creeks and shorelines in the partnering jurisdictions. Consultant will integrate the proposed community-led cleanups and coordination with local residents via ongoing engagement with established Climate Change Community Teams (CCCTs). Attendees will be offered \$40 gift cards for participating in each cleanup event.

Subtask 2.1. deliverables:

No.	Deliverable	Responsible Party
1	Quarterly Cleanups (at minimum 16 total)	Consultant
2	Stipends for Community Cleanup Volunteers (\$40/volunteer)	Consultant

Subtask 2.2 Cleanup Data Collection and Coordination

- Using the Updated Litter Collection Form developed under Subtask 1.2, Consultant will collect data from each cleanup workday to track relevant data, including but not limited to volume estimates of trash removed, persistent trash types, site characteristics of areas cleaned, sources/pathways and documentation of trainees/volunteers. Consultant will also track community volunteer data including number of attendees, whether they are new or returning, overall number of volunteer hours for each cleanup, and number and value of volunteer stipends provided for each cleanup.

Subtask 2.2. deliverables:

No.	Deliverable	Responsible Party
1	Quarterly Cleanup Litter Collection Forms (at minimum 16 litter collection forms)	Consultant

Exhibit B

PROJECT BUDGET AND SCHEDULE

In consideration of the services provided by Consultant described in Exhibit A and subject to the terms of the Agreement, C/CAG shall pay Consultant based on the following Project Budget and Schedule:

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Subtask Name	Work Products/Deliverables	Timeframe	Climate Resilient Communities Role (Lead/Support/NA)	Climate Resilient Communities Personnel Costs	Climate Resilient Communities Indirect Costs	Total Climate Resilient Communities Cost
Task 1 - Project Work Plan, Partner Coordination and Engagement						
Subtask 1.1 - Work Plan	Draft/Final Work Plan	Apr 2026	Support	N/A	N/A	N/A
Subtask 1.2 – Updated Litter Collection Form	Draft/Final Updated Litter Collection Form	Apr 2026	Support			
Subtask 1.3 - Project Coordination	Attendance of and participation in monthly project team meetings	Monthly Apr 2026 – Oct 2027	Support			
Task 2 – Community Litter Cleanups						
Subtask 2.1 Cleanup Workdays	Quarterly cleanups, stipends, cleanup supplies	Apr 2026 – Oct 2027	Lead	\$20,800	\$19,200	\$42,000
Subtask 2.2 Cleanup Data Collection and Coordination	Quarterly cleanup litter collection forms (at minimum 16)	Apr 2026 – Oct 2027	Lead			
Total				\$20,800	\$19,200	\$42,000

Under no circumstances shall the amount paid by C/CAG to Consultant exceed \$42,000. Consultant shall provide C/CAG with a written itemized invoice monthly that allows C/CAG to reconcile the work performed. All invoices shall include the agreement number, project location, dates of services and specific work completed. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.

Note that Consultant is subject to the allowable cost, payment and invoicing provisions of the Restricted Grant Agreement, including, to the extent applicable:

- Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to Consultant, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>. Also see website for summary of travel reimbursement rules.

Remit invoices to:

Dan Sternkopf

dsternkopf@smcgov.org

Payment will be made within 30 days of receipt of an acceptable invoice. C/CAG shall have the right to withhold payment if C/CAG determines the quantity and/or quality of the work performed is unacceptable.

Exhibit C
KEY PERSONNEL ASSIGNMENTS

	<u>Name</u>	<u>Loaded Rate/hour</u>	<u>Est. hours</u>	<u>Title</u>
1.	Kae Jensen	\$		
2.	Community Member	\$		

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Exhibit D
RESTRICTED GRANT AGREEMENT

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