COUNTY OF SAN MATEO
FLOOD AND SEA LEVEL RISE RESILIENCY

ADVISORY COMMITTEE

City of San Mateo City Hall
Conference Room C
330 W. 20th Avenue, San Mateo CA  94403

AGENDA

San Mateo City Hall – Room C    November 12, 2019    4:00 PM

1. Roll Call

2. Public Comment

This item is reserved for persons wishing to address the Committee on any Committee-related matters that are not otherwise on this meeting agenda. Public comments on matters listed on the agenda shall be heard at the time the matter is called.

3. Action to Set the Agenda

4. Approval of Consent Agenda

4.1 Approval of Minutes of October 15, 2019 Advisory Committee Meeting

5. Presentations

5.1 Draft 3-Year Work and Financial Plans

6. Regular Agenda

6.1 Authorize Payroll and HR Services Contract (ACTION)
6.2 Contract with SGA for Website Design and Hosting (ACTION)
6.3 Contract with DTE Networks for Information Technology Services (ACTION)
6.4 Approve Terms of the Lease for Suite 502 at 1700 South El Camino Real in San Mateo and Recommend Approval of Lease by the San Mateo County Board of Supervisors (ACTION)
6.5 Authorize recruitment of Senior Accountant Position (ACTION)
6.6 Review Proposed Updates and Revisions to the Joint Powers Agreement Creating the San Francisquito Creek Joint Powers Authority
6.7 Transfer of Flood Control District and Flood Resiliency Programs, Fund Balances, Contracts and Existing Bond Obligations to FSLRRD (INFORMATION)
6.8 Master Agreement with the County of San Mateo for Engineering, Finance, Administration, and County Counsel Services (INFORMATION)

7. Chair’s Report*

8. Interim CEO Report*

9. Advisory Committee Reports
   9.1 Ad Hoc CEO Recruitment Subcommittee Report*

10. Committee Member Reports*

11. Items for Future Agenda

12. Adjournment

* Indicates that reports are verbal only.

Meeting Rules and Procedures

Signing up to speak to the Committee and Time Limits:

For the orderly recognition of members of the public who wish to speak before the Committee, speakers are asked to fill out a speaker request form and give it to the Committee Clerk. However, speakers may elect not to identify themselves by name. The form is available in the entryway area for the meeting room. Public comment is generally limited to two minutes per speaker, although the Committee Chair may modify this time limit. Prearranged presentations are generally 10 minutes.

Accommodations for people with disabilities:

Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet or other writings that may be distributed at the meeting, should contact Christine Boland, Committee Clerk, at cboland@smcgov.org, 650-363-4100, at least two working days before the meeting. Notification in advance of the meeting will enable the Committee to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. Attendees of this meeting are reminded that other attendees may be sensitive to various chemical based products.

Communicating with Committee Members:
If you wish for your written communication or materials to be distributed to all Committee Members, please email such communication or materials to Christine Boland, Committee Clerk, at cboland@smcgov.org or mail them to the address listed on the first page of this agenda, for receipt at least two business days prior to the Committee meeting.

Visual Presentations/Materials. For PowerPoint presentations, you need to provide the Committee Clerk a USB flash drive 30 minutes prior to the start of the meeting or via email by 5:00 p.m. the day prior to the meeting. Electronic formats must be PC compatible.

Public Records. Public records that relate to any item on the open session agenda for a regular Flood and Sea Level Rise Resiliency Advisory Committee meeting are available for public inspection. Those public records that are distributed less than 72 hours prior to the meeting will be made available for inspection at the same time they are distributed to all members, or a majority of the members of the Committee. Such public records will be available for inspection at the San Mateo County Public Works Department (Attn. Rochelle Kiner), located at 555 County Center, 5th Floor, Redwood City, CA 94063, and at https://publicworks.smcgov.org/flood-and-sea-level-rise-resiliency-district. Should you wish to have such documents sent to you by email, please contact Christine Boland, Committee Clerk, at cboland@smcgov.org, 650-363-4100.
1. Call to Order/Roll Call

Chair Dave Pine called the meeting to order at 4:05 p.m. Interim Clerk Boland took roll call.

Committee Members Present:

Dave Pine, Representing Board of Supervisors, At-Large (Chair)
Debbie Ruddock, Representing Coastside (Vice Chair)
Donna Colson, Representing Northern San Mateo County cities
Maryann Moise Derwin, Representing San Mateo County cities at-large
Lisa Gauthier, Representing Southern San Mateo County cities
Don Horsley, Representing Board of Supervisors, District 3
Diane Papan, Representing Central San Mateo County cities

Staff Present:

Jim Porter, County of San Mateo Director of Public Works
Rochelle Kiner, Deputy Director, Public Works
Ann Stillman, Deputy Director, Public Works
Erika Powell, Flood Resiliency Program Manager
Danielle Lee, Deputy Director, Office of Sustainability
Justin Mates, Esq., County Counsel
Christine Boland, Interim Clerk

2. Public Comment

None.

3. Action to Set the Agenda

Motion/Second: Gauthier/Ruddock moved to set the agenda.
Ayes: Colson, Derwin, Papan, Gauthier, Horsley, Ruddock, Pine
Noes: None
Absent/Abstain: None
Motion Passed: 7-0-0

4. Approval of Consent Agenda

4.1 Approval of Minutes of September 9, 2019 Advisory Committee Meeting

Chair Pine proposed to amend the Minutes of September 9, 2019, Page 2, agenda item 5.1, to correct the spelling of Bob Spenser to Spencer.
Motion/Second: Ruddock/Pine moved to adopt the Consent Agenda, as amended.
Ayes: Colson, Derwin, Gauthier, Horsley, Papan, Ruddock, Pine
Noes: None
Absent/Abstain: None
Motion Passed: 7-0-0

5. Presentations

5.1 San Francisco Estuary Institute (SFEI) San Francisco Bay Shoreline Adaptation Atlas

Jeremy Low, Senior Scientist at San Francisco Estuary Institute (SFEI), provided background information on the Institute, formed in 1986 and funded by Regional Water Quality Control Board. He stated the three main areas of work at the Institute are Clean Water, Environmental Informatics and Resilient Landscapes, the latter being his area of focus.

Continuing, Mr. Low illustrated the different types of environments in the Bay Area and how to address the challenges of those areas. He discussed operation landscape units, shared with geophysical and land use characteristics suited for a particular suite of nature-based measures, adaptation measures, including nature-based measures and regulatory, financial and policy tools. Finally, he discussed adaptation pathways (conceptual phasing of measures triggered by sea-level rise).

Mr. Lowe answered questions of Committee members regarding watershed, mapping of areas of marshes, levees, oyster reefs, protection, restoration issues and sediment issues.

5.2 Existing Flood Resiliency Program

Erika Powell, County of San Mateo, Manager of the Resiliency Program Manager, provided an extensive presentation on the focus of the new Flood District’s workplan, including potential projects in the Navigable Slough Flood Management Plan, Colma Creek, Belmont Creek and Bayfront Canal/ Atherton Channel watersheds. She discussed a County-Wide Flood Monitoring and Emergency Response system.

At 5:03 p.m., Committee Member Ruddock was excused from the remainder of the meeting.

Continuing with the presentation, Ms. Powell discussed the Memorandum of Understandings with the cities of Redwood City, Belmont and San Carlos for the Belmont Creek Watershed and the tremendous cross-jurisdiction coordination needed to accomplish the projects. Finally, Ms. Powell discussed the County Wide Flood Warning System project and associated grant monies to accomplish the project. Ms. Powell responded to Committee members questions.

Chair Pine suggested holding a site visit soon at the Bayfront Canal and Colma Creek areas.

At 5:35 p.m., Committee Member Gauthier was excused from the remainder of the meeting.

6. Regular Agenda

6.1 Adopt Flood and Sea Level Rise Resiliency Advisory Committee Board Member Guidelines
In the absence of Interim CEO Patterson, Jim Porter, Director of Public Works, provided a draft of board member guidelines for committee member review and discussion. Committee members provided introductory comments on quorum, majority vote requirements and meeting location. Chair Pine invited public comment.

Public Comment

Ms. Ann Draper, representing the League of Women Voters, discussed the draft guidelines relative to the retention of certain public records, emails and communications distributed to members at the board meetings.

Director of Public Works Porter noted that staff is in the process of retaining IT services and the agency would have its own email accounts soon as well as adopt its own records retention policy once it launches as a new agency in 2020.

Committee members continued discussing aspects in the guidelines such as rotation of Chair and Vice Chair, meeting dates and locations, and preservation audio and video recordings. Mr. Porter stated comments would be incorporated into the draft guidelines and brought back for adoption in January. Chair Pine pointed out that the guidelines could be amended or updated at any time in the future.

6.2 Assign temporary Signature Authority to San Mateo County Public Works Director

Director of Public Works Porter informed committee members that certain agreements were being entered into for certain services needed in anticipation of starting up of the official Flood Control agency. He stated the services were related to financial, IT/web design and insurance services and that he would be following the County’s procurement process and procedures. These agreements would then be inherited by the Flood Control agency after January 1, 2020; its official start up date.

Chair Pine stated his preference would be for the committee to approve any agreements over $25,000 and requested review and approval at the next meeting. County Counsel Mates informed that Public Works Director Porter has signature authority up to $100,000 and any agreements over that amount would automatically be brought to the committee for approval at a subsequent meeting with a full explanation of what the agreements would entail.

7. Chair’s Report

Chair Pine reported on meetings held with Resource Legacy Fund, the County of San Mateo for financial services and discussed “FASTER Bay Area,” a proposed one-cent sales tax ballot measure.

8. Interim CEO Report

Director of Public Works Porter stated staff is meeting weekly with the Interim CEO Patterson and working towards securing office space in one of the two final locations selected. He stated in addition to the update on procuring IT/web, financial and insurance services, staff continues to work with the recruiter, Avery & Associates, on hiring the new Chief Executive Officer.
9. Advisory Committee Reports

9.1 Ad Hoc CEO Recruitment Subcommittee Report

It was noted that the CEO recruitment brochure was finalized and released.

9.2 Flood Resiliency Program Manager’s Report

None.

10. Committee Member Reports

Committee member Colson announced an upcoming conference, “State of the Estuary,” to be held in Oakland.

11. Items for Future Agenda

Chair Pine stated several agreements were slated for the January 2020 meeting.

12. Adjournment:

The meeting adjourned at 6:09 p.m.

The next meeting will be held Tuesday, November 12, 2019, 4 p.m., San Mateo City Hall, Conference Room “C”, 330 W. 20th Ave., San Mateo, Calif.
FSLRR Advisory Committee Agenda Report

Date: November 12, 2019

To: San Mateo County Flood and Sea Level Rise Resiliency Advisory Committee

From: Larry Patterson, Interim CEO

Subject: 3-Year Work and Financial Plans

RECOMMENDATION:

That the Flood and Sea Level Rise Resiliency Advisory Committee (the “Advisory Committee”) receive a presentation of the draft 3-year work plan and associated financial plan.

BACKGROUND:

At its September meeting, the Advisory Committee received a report from staff recommending a change in the approach to the Flood and Sea Level Rise Investment Strategy (the “Investment Strategy”). The recommended change in approach was in response to an initial review of the Flood and Sea Level Rise Resiliency District (the “District”) start-up funding. The initial approach anticipated a single comprehensive consultant contract for the Investment Strategy that would cost the District approximately $1 million. The Advisory Committee was concerned that this obligated a significant share of the start-up revenue and felt that the ultimate product(s) and the value of the consultant effort were not sufficiently clear. The Advisory Committee requested that staff return with a 3-year work plan to clarify the work and associated costs that were anticipated during the first three years of the District’s operations.

DISCUSSION:

Staff will present the work plans for the District Start-up and on-going efforts on the Flood Resiliency (Memorandum of Understanding – MOU) projects. The first three years will also include continued work within the Flood Control Zones. This work has not been included in the work and financial plans since it does not rely on the $1.5 million in start-up funding from the City and County contributions. Work within the Flood Control Zones is funded through property tax revenues. This revenue is restricted for use only within the established zones.

The presentation will take the form of a working session so that staff can walk the Advisory Committee through the two work plans and the financial plan. Some of the key elements of the plan that will be highlighted are:
Start-up Work Plan (Attachment 1)

- The work plan includes administrative tasks but primarily focuses on preparation of an Investment Strategy, conducting a robust public engagement process and preparing a funding measure for property owner, voter or other approval. The goal will be to fund the on-going operations of the District and possibly creating funding to provide some matching funds for MOU project grants.

Flood Resiliency Program Work Plan (Attachment 2)

- The work plan for the existing MOU projects assumes that Bayfront Canal will move into construction in year 2 of the plan.
- Design of the Navigable Slough project is expected to be completed in year 2 of the plan.
- Projects along Belmont Creek will be prioritized, and design will begin on selected high priority project(s).
- Advancing the projects will require negotiation of new Memorandums of Understanding among the participating agencies.
- The work plan includes efforts to transition the Emergency Response

Financial Plan (Attachment 3)

- The financial plan is lacking estimated costs for several items including the payroll/HR contractor costs, the costs of annual audits and insurance costs. These costs are being developed by staff.
- The financial plan uses the best information available. Some revisions to the plan can be expected as additional or more accurate information becomes available.
- The operation of the District and completing the work described within the Work Plans as written cannot be completed within the start-up budget of $1.5 million contributed by the cities and County plus $500,000 of Measure K funds provided by the County.
- The work plan continues to assume almost $1 million in overall consulting and public engagement costs for the Investment Strategy. It is anticipated that this will be the primary area where some cost reduction will be required to remain within the annual start-up budget.
- Funding for the existing MOU projects is limited to $400,000 contributed by the County for on-going staff efforts. Additional design or construction costs will need to be offset by agency contributions or grant funding. Lobbying assistance is assumed in the plan.
- The financial plan assumes the addition of one Associate Engineer in the second year of the plan. This position would support the negotiation of new MOU’s that could the following types of projects: Countywide MOU for regional stormwater improvements, MOU for specific shoreline reaches like Burlingame-Millbrae-SFO, and coastside MOU(s) for adaptation, shoreline restoration or other plans.
FISCAL IMPACT:

The 3-year work and financial plans outline the efforts of the District. They will support the development of the annual budgets for the District.

ATTACHMENTS:

1. Start-up Work Plan
2. Flood Resiliency Program Work Plan
3. 3-year Financial Plan
## FSLRRD Start-up

**Lead Staff:** Technical Working Group

<table>
<thead>
<tr>
<th>Year 1</th>
<th>Projected Annual Milestones</th>
<th>On Track</th>
<th>Planned Completion</th>
<th>Status and Comments</th>
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<tbody>
<tr>
<td></td>
<td>Develop Strategic and Staffing Plan for on-going FSLRRD Operations</td>
<td>Y</td>
<td>Q1</td>
<td>The objective is to define the on-going operational costs for the District that will need to be funded beyond the 3-year start-up.</td>
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<td></td>
<td>Develop Public Outreach and Engagement Program, consultant support needs and Program costs</td>
<td>Y</td>
<td>Q1</td>
<td>Working with OOS to integrate Outreach and Engagement Plan with on-going Climate Change efforts. Assumes 0.5 FTE available by Q3 in Year 1.</td>
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<td></td>
<td>Adopt a Document Retention Policy</td>
<td>Y</td>
<td>Q1</td>
<td>Will model policy after existing city or county policies.</td>
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<td></td>
<td>Flood Resiliency and Flood Control District Program staff to identify known flood and sea level rise project needs</td>
<td>Y</td>
<td>Q2</td>
<td>This will include the existing MOU projects and other known project needs including Coastside project(s).</td>
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<td></td>
<td>Establish additional project needs and mitigation options</td>
<td>Y</td>
<td>Q4</td>
<td>Anticipates the need for engineering consultant support.</td>
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<td></td>
<td>Develop estimates of probable costs for known and new flood and sea level rise projects</td>
<td>Y</td>
<td>Q4</td>
<td>Assumes engineering consulting support. Likely will include range of costs to reflect available and feasible design options.</td>
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<tr>
<th>Year 2</th>
<th>Projected Annual Milestones</th>
<th>On Track</th>
<th>Planned Completion</th>
<th>Status and Comments</th>
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<tbody>
<tr>
<td></td>
<td>Engage investment strategy team to focus on-going funding efforts.</td>
<td>Y</td>
<td>Q1</td>
<td>This will include a campaign consultant and a separate engineering/funding team with experience with a variety of funding options to help identify those options most appropriate given the operational and project funding needs of the FSLRRD.</td>
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<td></td>
<td>Prepare Draft <em>Flood and Sea Level Rise Investment Strategy</em></td>
<td>Y</td>
<td>Q2</td>
<td>Assemble Year 1 effort into a single document.</td>
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<td></td>
<td>Conduct initial polling</td>
<td>Y</td>
<td>Q2</td>
<td>Campaign consultant will provide (probably through subconsultant) polling services.</td>
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<td></td>
<td>Initiate Public Outreach and Engagement Program</td>
<td>Y</td>
<td>Q2</td>
<td>0.5 FTE to lead this effort plus consulting support. Additional time may be available to support the outreach for the MOU.</td>
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<td>Year 3</td>
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<td>Select and engage members of County-wide campaign committee(s)</td>
<td>Y</td>
<td>Q3</td>
<td></td>
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<td>Conduct Supplemental polling</td>
<td>Y</td>
<td>Q4</td>
<td></td>
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<td>Select funding method(s) and value to be pursued</td>
<td>Y</td>
<td>Q1</td>
<td></td>
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<td>Prepare funding measure</td>
<td>Y</td>
<td>Q2</td>
<td></td>
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<td>Provide Information for campaign including Final Flood and Sea Level Rise Funding</td>
<td>Y</td>
<td>Q2</td>
<td></td>
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<td>Campaign Committee conducts campaign in support of measure</td>
<td>Y</td>
<td>Q3</td>
<td></td>
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<td>Year 1</td>
<td>Projected Annual Milestones</td>
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<td>Prioritize projects and negotiate Navigable Slough. Design MOU that includes scope, roles and responsibilities, financial commitment, key milestones, and deliverables, including project information and public outreach. Execute the <strong>Navigable Slough Design MOU</strong>. Select Design/Permitting team. Negotiate and establish Scope and fee for consultant support for the Navigable Slough design MOU, and begin issuing task orders. Process consultant invoices, manage tasks, attend weekly construction management team meetings, host Collaborative monthly meetings, update project tracking spreadsheet. Issue Collaborative invoices. Prepare quarterly Board Project Update.</td>
<td>Q1</td>
<td>Q2</td>
<td>Q2-Q4 Existing On-call services contracts expire 2019 Q2. It is assumed that the District will need to go out with an RFP for consultant support.</td>
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<td>Duration of project</td>
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**Lead Staff**: Erika Powell
<table>
<thead>
<tr>
<th>Year 2</th>
<th>Projected Annual Milestones</th>
<th>On Track</th>
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<tbody>
<tr>
<td></td>
<td>Develop meeting schedule for project team, and for MOU Collaborative updates.</td>
<td>Q1</td>
<td>Q1</td>
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<td>Develop a basis of design report/memo for projects: establishes project limits, requirements, permits, design criteria, etc. Develop C&amp;E plan and schedule.</td>
<td>Q1</td>
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<td>Develop 30% design.</td>
<td>Q1</td>
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<td></td>
<td>Begin processing consultant invoices, managing tasks, hosting weekly project team meetings, hosting Collaborative monthly meetings, updating project tracking spreadsheet, providing talking points for CEO Monthly Board updates.</td>
<td>Conclusion of project</td>
<td>These tasks are on-going from project start to finish.</td>
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<td></td>
<td>Begin issuing quarterly collaborative invoices.</td>
<td>Q2</td>
<td></td>
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<td></td>
<td>Prepare formal 6 month Board Project Update.</td>
<td>Q2</td>
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<td></td>
<td>Develop 60% design &amp; schedule Interagency Meeting.</td>
<td>Q2</td>
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<td></td>
<td>Develop 90% design. Attend Interagency Meeting. Develop Funding Strategy. Begin negotiating construction MOU.</td>
<td>Q3</td>
<td></td>
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<td></td>
<td>Finalize design. Begin CEQA process. Prepare regulatory permits and start the permitting clock.</td>
<td>Q4</td>
<td>This process can take anywhere from 6 months to 1 year.</td>
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<tr>
<td>Year 3</td>
<td>Approve final design and take to the Board for Approval/adopter. Seek Council and Board approval for Construction MOU. Advertise for construction, select contractor/take to the Board for approval.</td>
<td>Q1</td>
<td></td>
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<td></td>
<td>Begin Construction.</td>
<td>Q2/Q3</td>
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<td>Q4</td>
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<td>Negotiate and execute the <strong>Bayfront Canal Atherton Channel Outfall Construction MOU</strong> that includes roles and responsibilities, financial commitment, key milestones, and deliverables, including continuing project specific outreach. Bring to Councils and District Board.</td>
<td></td>
<td>Q1/Q2</td>
<td>Discussions on Construction and O&amp;M MOU are underway. Final construction dollar amount is contingent on permitting agency mitigation requirements.</td>
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<td>Finalize and secure permits.</td>
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<td>Q2</td>
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<td>Board approves bid set for release. Advertise for construction. Award contract.</td>
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<td>Q2</td>
<td></td>
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<td></td>
<td>Negotiate and initiate contract with CM. Develop construction schedule and participate in progress meetings with Construction Manager (duration of project).</td>
<td></td>
<td>Q3-Q4</td>
<td>CM needs to be part of this phase as we go out for bids. Notes: 1 and 2.</td>
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<td>Process consultant invoices, manage tasks, attend weekly construction management team meetings, host Collaborative monthly meetings, update project tracking spreadsheet. Issue Collaborative invoices. Prepare quarterly Board Project Update.</td>
<td></td>
<td>Duration of project</td>
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<tr>
<td>Year 2</td>
<td>Construction Season 1</td>
<td></td>
<td>Q1-Q4</td>
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<td>Year 3</td>
<td>Construction Season 2 and Grant Closeout</td>
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<td>Q1-Q4</td>
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<td>Prioritize projects and negotiate <strong>Belmont Creek MOU</strong> that includes scope, roles and responsibilities, financial commitment, key milestones, and deliverables, including project information and public outreach.</td>
<td>Q1</td>
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<td>Execute the <strong>Belmont Creek MOU</strong> via resolution with participating cities and the FSLRRD Board.</td>
<td>Q2</td>
<td></td>
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<td></td>
<td>Select Design/Permitting team. Negotiate and establish Scope and fee for consultant support for the Navigable Slough design MOU, and begin issuing task orders.</td>
<td>Q2/Q3</td>
<td>Existing On-call services contracts expire 2019 Q2. It is assumed that the District will need to go out with an RFP for consultant support.</td>
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<td>Develop meeting schedule for project team, and for MOU Collaborative updates. Develop a basis of design report/memo for projects: establishes project limits, requirements, permits, design criteria, etc. Develop C&amp;E plan and schedule.</td>
<td>Q3</td>
<td></td>
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<td>Process consultant invoices, manage tasks, attend weekly construction management team meetings, host Collaborative monthly meetings, update project tracking spreadsheet. Issue Collaborative invoices. Prepare quarterly Board Project Update.</td>
<td>Q4</td>
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<td>Develop 30% design</td>
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<td>Q1</td>
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<td>Begin processing consultant invoices, managing tasks, hosting weekly project team meetings,</td>
<td></td>
<td></td>
<td>Conclusion of project</td>
</tr>
<tr>
<td></td>
<td>hosting Collaborative monthly meetings, updating project tracking spreadsheet, providing talking</td>
<td></td>
<td></td>
<td>These tasks are on-going from project start to finish.</td>
</tr>
<tr>
<td></td>
<td>points for CEO Monthly Board updates.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Begin issuing quarterly collaborative invoices.</td>
<td></td>
<td>Q2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Prepare formal 6 month Board Project Update.</td>
<td></td>
<td>Q2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Develop 60% design &amp; schedule Interagency Meeting</td>
<td></td>
<td>Q2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Develop 90% design. Attend Interagency Meeting.</td>
<td></td>
<td>Q3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Develop Funding Strategy. Begin negotiating construction MOU.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Finalize design. Begin CEQA process. Prepare regulatory permits and start the permitting clock.</td>
<td></td>
<td>Q4</td>
<td>This process could take anywhere from 6 months to 1 year.</td>
</tr>
<tr>
<td>Year 3</td>
<td>Approve final design and take to the Board for Approval/ adoption. Seek Council and Board</td>
<td></td>
<td>Q1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>approval for Construction MOU. Advertise for construction, select contractor/take to the</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Board for approval.</td>
<td></td>
<td>Q2/Q3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Begin Construction.</td>
<td></td>
<td>Q4</td>
<td></td>
</tr>
</tbody>
</table>
**Projected Annual Milestones**

<table>
<thead>
<tr>
<th>Year 1</th>
<th>Lead Staff: Erika Powell</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Projected Annual Milestones</strong></td>
</tr>
<tr>
<td></td>
<td>Develop MOU with Office of Emergency Services (OES) to lead and execute Emergency Action Plans with 7 Flood Resilience Program Cities. Note: 4 Cities include Belmont, San Carlos, Atherton, Redwood City, Menlo Park, County of San Mateo, South San Francisco, San Bruno. This MOU between OES and the County may need to go to the County Board.</td>
</tr>
<tr>
<td></td>
<td>Develop proposal for consultant support to OES on behalf of the County of San Mateo.</td>
</tr>
<tr>
<td></td>
<td>Assist in grant reporting to CalOES. Stream gauge implementation is underway and O&amp;M responsibilities need to be assigned.</td>
</tr>
</tbody>
</table>

**Navigable Slough**
- Bayfront Canal
- Belmont Creek
- **Flood Emergency Response Grant**

**Notes:**
1. Existing On-call services contracts expire 2019 Q2. It is assumed that the District will need to go out with an RFP for consultant support for next 3 years.
2. We currently pay invoices and invoice the collaborative on a quarterly basis. Will need to decide what budget we use to pay invoices to maintain positive cash flow.
3. MOU is contingent on OES agreeing to participate.
4. Years/quarters are based on a calendar year.
## Draft 3-Year Financial Plan

Last Updated - November 1, 2019

### 5.1 Attachment 3

#### Revenue

<table>
<thead>
<tr>
<th>Item</th>
<th>FY 2019-20 (Jan 1 - June 30)</th>
<th>FY 2020-21</th>
<th>FY 2021-22</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Balance</strong></td>
<td>$ -</td>
<td>$ 674,355.11</td>
<td>(51,776.11)</td>
</tr>
<tr>
<td>County of San Mateo Annual Contribution</td>
<td>$ 0</td>
<td>$ 750,000.00</td>
<td>$ 750,000.00</td>
</tr>
<tr>
<td>Atherton Annual Contribution</td>
<td>25,000.00</td>
<td>25,000.00</td>
<td>25,000.00</td>
</tr>
<tr>
<td>Belmont Annual Contribution</td>
<td>40,000.00</td>
<td>40,000.00</td>
<td>40,000.00</td>
</tr>
<tr>
<td>Brisbane Annual Contribution</td>
<td>25,000.00</td>
<td>25,000.00</td>
<td>25,000.00</td>
</tr>
<tr>
<td>Burlingame Annual Contribution</td>
<td>40,000.00</td>
<td>40,000.00</td>
<td>40,000.00</td>
</tr>
<tr>
<td>Colma Annual Contribution</td>
<td>25,000.00</td>
<td>25,000.00</td>
<td>25,000.00</td>
</tr>
<tr>
<td>Daly City Annual Contribution</td>
<td>55,000.00</td>
<td>55,000.00</td>
<td>55,000.00</td>
</tr>
<tr>
<td>East Palo Alto Annual Contribution</td>
<td>40,000.00</td>
<td>40,000.00</td>
<td>40,000.00</td>
</tr>
<tr>
<td>Foster City Annual Contribution</td>
<td>40,000.00</td>
<td>40,000.00</td>
<td>40,000.00</td>
</tr>
<tr>
<td>Half Moon Bay Annual Contribution</td>
<td>25,000.00</td>
<td>25,000.00</td>
<td>25,000.00</td>
</tr>
<tr>
<td>Hillsborough Annual Contribution</td>
<td>25,000.00</td>
<td>25,000.00</td>
<td>25,000.00</td>
</tr>
<tr>
<td>Menlo Park Annual Contribution</td>
<td>40,000.00</td>
<td>40,000.00</td>
<td>40,000.00</td>
</tr>
<tr>
<td>Millbrae Annual Contribution</td>
<td>40,000.00</td>
<td>40,000.00</td>
<td>40,000.00</td>
</tr>
<tr>
<td>Pacifica Annual Contribution</td>
<td>40,000.00</td>
<td>40,000.00</td>
<td>40,000.00</td>
</tr>
<tr>
<td>Portola Valley Annual Contribution</td>
<td>25,000.00</td>
<td>25,000.00</td>
<td>25,000.00</td>
</tr>
<tr>
<td>Redwood City Annual Contribution</td>
<td>55,000.00</td>
<td>55,000.00</td>
<td>55,000.00</td>
</tr>
<tr>
<td>San Bruno Annual Contribution</td>
<td>40,000.00</td>
<td>40,000.00</td>
<td>40,000.00</td>
</tr>
<tr>
<td>San Carlos Annual Contribution</td>
<td>40,000.00</td>
<td>40,000.00</td>
<td>40,000.00</td>
</tr>
<tr>
<td>San Mateo Annual Contribution</td>
<td>55,000.00</td>
<td>55,000.00</td>
<td>55,000.00</td>
</tr>
<tr>
<td>South San Francisco Annual Contribution</td>
<td>55,000.00</td>
<td>55,000.00</td>
<td>55,000.00</td>
</tr>
<tr>
<td>Woodside Annual Contribution</td>
<td>15,000.00</td>
<td>15,000.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>MOU Agency Contributions and Grants - Bayfront Canal</td>
<td>4,000,000.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>MOU Agency Contributions and Grants - Belmont Creek</td>
<td>1,700,000.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>MOU Agency Contributions and Grants - Navigable Slough</td>
<td>400,000.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Grant contribution from C-CAG to develop regional stormwater MOU</td>
<td>100,000.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Donations for Funding Campaign</td>
<td>760,000.00</td>
<td>0.00</td>
<td></td>
</tr>
</tbody>
</table>

**Total Revenues** $ 7,695,000.00 $ 6,169,355.11 $ 2,203,223.89

#### Expenses

**General Operations**

<table>
<thead>
<tr>
<th>Item</th>
<th>FY 2019-20 (Jan 1 - June 30)</th>
<th>FY 2020-21</th>
<th>FY 2021-22</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Services and Supplies</td>
<td>17,500.00</td>
<td>17,500.00</td>
<td>17,500.00</td>
</tr>
<tr>
<td>Computer hardware/software subscriptions</td>
<td>23,000.00</td>
<td>5,000.00</td>
<td>2,000.00</td>
</tr>
<tr>
<td>CEO(1)</td>
<td>146,448.64</td>
<td>301,684.20</td>
<td>310,734.72</td>
</tr>
<tr>
<td>Program Manager (1)</td>
<td>107,617.16</td>
<td>221,691.35</td>
<td>228,342.09</td>
</tr>
<tr>
<td>Associate Engineer (1 in FY 19-20) (2 in FY 20-21 and FY 21-22)</td>
<td>80,484.31</td>
<td>331,595.36</td>
<td>341,543.22</td>
</tr>
<tr>
<td>Senior Accountant (1)</td>
<td>52,746.64</td>
<td>108,658.07</td>
<td>111,917.82</td>
</tr>
<tr>
<td>Administrative Assistant (1)</td>
<td>40,231.14</td>
<td>82,876.15</td>
<td>85,362.43</td>
</tr>
<tr>
<td>Bond Administration</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Outside auditor**
<table>
<thead>
<tr>
<th>Description</th>
<th>Fiscal Year 2020</th>
<th>Fiscal Year 2019</th>
<th>Fiscal Year 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal Agent</td>
<td>100,000.00</td>
<td>206,000.00</td>
<td>212,180.00</td>
</tr>
<tr>
<td>Website Development and Hosting</td>
<td>68,412.00</td>
<td>500.00</td>
<td>500.00</td>
</tr>
<tr>
<td>IT Services including help desk</td>
<td>18,220.00</td>
<td>25,732.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>County Counsel Services</td>
<td>75,000.00</td>
<td>50,000.00</td>
<td>40,000.00</td>
</tr>
<tr>
<td>DPW Engineering Services/excluding MOU and FCZ support</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>DPW District Start-up Misc. support</td>
<td>10,000.00</td>
<td>5,000.00</td>
<td>5,000.00</td>
</tr>
</tbody>
</table>

**Payroll, HR and Workers Comp Services**

<table>
<thead>
<tr>
<th>Description</th>
<th>Fiscal Year 2020</th>
<th>Fiscal Year 2019</th>
<th>Fiscal Year 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent</td>
<td>48,735.00</td>
<td>100,394.10</td>
<td>103,405.92</td>
</tr>
</tbody>
</table>

**Insurance Premiums**

<table>
<thead>
<tr>
<th>Description</th>
<th>Fiscal Year 2020</th>
<th>Fiscal Year 2019</th>
<th>Fiscal Year 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Staff &amp; Consultant Costs from July 1 to December 31, 2019⁴</td>
<td></td>
<td>380,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Start-up and Investment Strategy**

<table>
<thead>
<tr>
<th>Description</th>
<th>Fiscal Year 2020</th>
<th>Fiscal Year 2019</th>
<th>Fiscal Year 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Consulting - Investment Strategy</td>
<td>$100,000.00</td>
<td>$250,000.00</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>Funding Consultant Support - Investment Strategy</td>
<td>$30,000.00</td>
<td>$50,000.00</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>Public Engagement Program - Investment Strategy</td>
<td>$42,250.00</td>
<td>$84,500.00</td>
<td>$87,035.00</td>
</tr>
<tr>
<td>Public Engagement Consulting Support - Investment Strategy</td>
<td></td>
<td>100,000.00</td>
<td>150,000.00</td>
</tr>
<tr>
<td>Revenue Measure Consultant</td>
<td>$20,000.00</td>
<td>$100,000.00</td>
<td>$400,000.00</td>
</tr>
<tr>
<td>Polling Consultant &amp; Expenses</td>
<td></td>
<td>120,000.00</td>
<td>120,000.00</td>
</tr>
<tr>
<td>Lobbying Support for Grants and Loans</td>
<td>$60,000.00</td>
<td>$60,000.00</td>
<td>$60,000.00</td>
</tr>
</tbody>
</table>

**Existing MOU Projects**

<table>
<thead>
<tr>
<th>Description</th>
<th>Fiscal Year 2020</th>
<th>Fiscal Year 2019</th>
<th>Fiscal Year 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bayfront Canal</td>
<td>$4,000,000.00</td>
<td>$4,000,000.00</td>
<td></td>
</tr>
<tr>
<td>Belmont Creek</td>
<td>$1,700,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Navigable Slough</td>
<td>$400,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Expenses                                                             | 7,520,644.89    | 6,221,131.22    | 2,458,521.20    |

**Other**

<table>
<thead>
<tr>
<th>Description</th>
<th>Fiscal Year 2020</th>
<th>Fiscal Year 2019</th>
<th>Fiscal Year 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transferred Fund Balance as of December 31, 2020 (minus Measure K)</td>
<td></td>
<td></td>
<td>(500,000.00)</td>
</tr>
<tr>
<td>Transferred Measure K Fund Balance as of December 31, 2019</td>
<td></td>
<td>(500,000.00)</td>
<td></td>
</tr>
<tr>
<td>Total Other</td>
<td></td>
<td></td>
<td>(500,000.00)</td>
</tr>
</tbody>
</table>

Net Total for Budget Unit (Revenue less Expenses)                          | $674,355.11     | (51,776.11)     | (255,297.31)    |

Notes:
1. Revenue and expenditures do not include expenditures within Flood Control Program which are collected and must be spent within subzones
2. Unknown expenses are budgeted for in the mid-range of market and are subject to adjustment
3. Salaries are estimated with a 3% inflator and contracts are estimated at a 3% inflator when not known
4. 20% of CEO salary and 30% of Sr. Accountant salary has been assigned to the Flood Control Program and is funded separately
5. Costs from 7/1/19 to 12/31/19 estimated as 1/2 of the $400,000 Flood Resiliency staff costs, contract costs for Interim CEO ($160,000) and Admin Extra Help ($20,000)
FSLRR Advisory Committee Agenda Report

Date: November 12, 2019

To: San Mateo County Flood and Sea Level Rise Resiliency Advisory Committee

From: Larry Patterson, Interim CEO

Subject: Authorize Payroll and HR Services Contract

RECOMMENDATION:
That the Advisory Committee authorize staff to pursue contract services for payroll, human resource, and employee benefits, including a defined contribution retirement program.

BACKGROUND:
The Flood and Sea Level Rise Resiliency District (the “District”) will contract payroll services. These services are currently provided for public agencies within San Mateo County by firms like Automatic Data Processing (ADP) and Paychex. These firms provide other services that would benefit the District, including human resources functions such as on-boarding employees, developing personnel policies, and providing mandated training. They also provide Workers Compensation insurance and can assemble a benefit program customized to meet the needs of their clients.

The Advisory Committee discussed benefit options at the August 2019 meeting. The Advisory Committee eliminated the option of pursuing a contract with the California Public Employee Retirement System (CalPERS) but left open the potential options of a contract with the San Mateo County Employee Retirement Association (SamCERA) for a defined benefit retirement program or a commercially available defined contribution plan.

Staff and the Committee Chair have investigated the SamCERA option. It is anticipated that a SamCERA plan will be more expensive than a defined contribution plan. It may also require some shared liability among the County and the 20 cities in San Mateo County given the long-term financial obligation of a defined benefit program and the current funding structure for the three-year start-up of the District which is similar to funding of a JPA and therefore likely to require proportional liability among the cities and county. In addition, the selected retirement option must be provided to all permanent employees to meet antidiscrimination requirements. The Advisory Committee deferred further discussion to the Ad Hoc CEO Recruitment
Subcommittee with a preference to delay the decision until the new CEO is identified and contract negotiations have begun. The Advisory Committee wished to allow the CEO recruitment to yield information regarding the importance of a defined benefit retirement program in attracting qualified candidates.

DISCUSSION

The District needs to have some form of retirement benefit program in place until a final decision can be made. Thus, after investigating the various options, staff recommends that the District initially offer a defined contribution program.

Based on recent experience putting a defined benefit program in place for the San Mateo Consolidated Fire JPA, it will likely take a year or more to put a defined benefit program in place, if that is the desired benefit option. In the interim, it is essential that employees have a retirement program, with the only viable option during this period being a defined contribution retirement program. Staff recommends that, at a minimum, the defined contribution plan remain in place during the three-year start-up period and until a permanent funding source has been established for District operations.

FISCAL IMPACT

The total fiscal impact of the contracted services is still being investigated. However, a defined contribution plan would likely be less expensive and avoid the unfunded liability that often arises with a defined benefit plan. Based on staff research, defined contribution plan costs commonly range from six to eight percent (6% to 8%) of salary. Staff will present a recommended contract for services to the District Board for approval.

ATTACHMENTS:

None
FSLRR Advisory Committee Agenda Report

Date: November 12, 2019

To: San Mateo County Flood and Sea Level Rise Resiliency Advisory Committee

From: Larry Patterson, Interim CEO

Subject: Contract with SGA for Website Design and Hosting

RECOMMENDATION:

Authorize San Mateo County (the “County”), on behalf of the San Mateo County Flood and Sea Level Rise Resiliency District (“District”), to enter into an agreement with Stephen Groner Associates (SGA) in the amount not to exceed $68,412.00 to provide website design and related services.

BACKGROUND:

In December 2018, the South Bayside Waste Management Authority (“SBWMA”) issued a Request for Qualifications regarding website design and related services. SBWMA received eight responses, all of which are included in Attachment 1 and incorporated by this reference. SBWMA screened the responses and interviewed the top two firms. It then unanimously selected SGA. The District Interim CEO met with SBWMA staff and determined that they are very happy with SGA’s performance. SBWMA’s contract with SGA is provided as Attachment 2 and incorporated by this reference.

DISCUSSION

Staff recommends that the District select SGA using the “piggy-back” or leveraged purchasing procurement process, which allows a public agency to utilize an existing competitively-bid contract as a template to form its own contract with a vendor to purchase on the same or similar terms. Here, SBWMA conducted a thorough and open selection process for website design and related services. Staff believes that having the District conduct a similar process would not add significant value, would be duplicative, and would require additional time and staff resources.
It would also cause an unnecessary delay. Initiating work on the District’s website as soon as possible is critical since it will create an accurate, accessible, and transparent source of information as the District begins its expanded activities effective January 1, 2020 with an independent Board of Directors.

The amount of the proposed contract will be $68,412.00, with a term of one year. Services provided by SGA will include website design, management, training, and troubleshooting and are set forth in more detail on Attachment 3, which is incorporated by this reference. In addition to those services reflected on Attachment 3, the District has requested that SGA assist with branding and website content—specifically, aggregating content found across different sites into a single, cohesive District website. These additional services will increase the amount of the contract from $54,996.00 (as indicated on Attachment 3) to $68,412.00.

The standard San Mateo County contract template for less than $100,000 will be used and will be assigned to the District in January 2020. The final agreement will be reviewed and approved by the San Mateo County Public Works Department and County Counsel.

**FISCAL IMPACT:**

The proposed contract is for an amount not to exceed $68,412.00, which falls within the approval authority of the Director of Public Works. Funding for this contract is available from the Flood Resiliency Program as part of the County contribution of $750,000 to the start-up of the District.

**ATTACHMENTS:**

1. SBWMA Request for Qualifications (RFQ)
2. SBWMA Professional Services Agreement with SGA
3. SGA Scope of Work for the Agreement with FSLRRD
REQUEST FOR QUALIFICATIONS (RFQ)

WEBSITE REDESIGN

Issued: December 3, 2018

Submission Deadline: December 21, 2018, 12:00 PM

South Bayside Waste Management Authority (SBWMA) / RethinkWaste
Attention: Julia Au, Recycling Outreach Programs Manager
610 Elm Street, Suite 202
San Carlos, CA 94070
jau@rethinkwaste.org
# Table of Contents

1. BACKGROUND ................................................................. 2  
2. INTRODUCTION ............................................................... 2  
3. PURPOSE AND GENERAL CONDITIONS ......................... 3  
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6. TERM OF AGREEMENT ..................................................... 5  
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8. SUBMITTAL REQUIREMENTS ............................................. 5  
9. RIGHT TO CONTRACT FOR SELECTED SERVICES .............. 7  

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1. BACKGROUND

The South Bayside Waste Management Authority (SBWMA or RethinkWaste) is joint powers authority of twelve public agencies (Atherton, Belmont, Burlingame, East Palo Alto, Foster City, Hillsborough, Menlo Park, Redwood City, San Carlos, San Mateo, the County of San Mateo and the West Bay Sanitary District) in San Mateo County, California formed in 1982.

RethinkWaste is a leader in the delivery of innovative waste reduction and recycling programs and owns and manages the Shoreway Environmental Center, which receives all the recyclables, organics and garbage collected in its service area. RethinkWaste also provides strategic oversight, support and management of service providers that collect, process, recycle and dispose of materials for the 12 Member Agencies.

The mission of RethinkWaste is to cost effectively design, implement and manage innovative waste reduction and recycling programs and facility infrastructure that fulfills our fiduciary responsibilities to our Member Agencies while achieving community environmental and economic goals.

Through issuance of this Request for Qualifications (RFQ), RethinkWaste seeks an experienced and qualified firm to update the Agency’s website through a complete website redesign to be completed no later than the end of July 2019.

Submittals to RethinkWaste will be considered public records and will be made available for public review upon request after conclusion of this RFQ process and contract execution. Please refer to Section 4 for the specific scope of services being requested.

2. INTRODUCTION

The current RethinkWaste website was launched in mid-2013 and met the needs of the Agency at the time it was developed. Since then, RethinkWaste has grown with new staff and programs and projects and is looking to redesign a new website to reflect the creative and community-based needs of our Agency and its programs.

While the existing website meets our basic needs, it needs an aesthetic and layout redesign to reflect the innovative work produced by the RethinkWaste team and our partners, while meeting clear communication layout needs for our 435,000 residents, 11,000 businesses and our 12 Member Agencies, including important documents, agendas and staff reports that will need to be transferred to the redesigned website. This redesign will emphasize clean modern design elements (fonts, colors, images, headers, tabs, etc.), a logical flow of information, and intuitive document management and retrieval capabilities. This website must be easy for the general public to navigate.

The following is some basic information on the current website, www.RethinkWaste.org:

- Number of pages: 400 approximately
- Site traffic: 150 visitors / 300 page views per day (about 9k per month)
- Downloadable documents/files stored on site: 2,000 approximately
- Content Management System: Apostrophe
- Hosting: Exclusive shared hosting
3. PURPOSE AND GENERAL CONDITIONS

This RFQ provides information for interested website firms to prepare a written response regarding their qualifications and approach to the proposed work.

ADDENDUMS. Should it be necessary for RethinkWaste to issue addendums during the proposal period, RethinkWaste will endeavor to notify the known holders of this RFQ. The addendums will be posted on RethinkWaste’s web site for any interested parties to review. Proposals should include a notation that the firm is aware of all the addendums which have been issued and has incorporated their provisions in their proposal.

ADDITIONAL INFORMATION. RethinkWaste reserves the right to request additional information or clarifications from clients where it may serve RethinkWaste’s best interest.

ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with RethinkWaste.

AWARD OF PROPOSAL. RethinkWaste reserves the right to negotiate final terms with the selected firm, if any. Award may be made to the firm offering the most advantageous proposal after consideration of all evaluation criteria.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CANCELLATION OF SOLICITATION. RethinkWaste may cancel this solicitation at any time.

COSTS. RethinkWaste is not liable for any costs incurred by firms before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the firm in responding to this RFQ, are entirely the responsibility of the firm, and shall not be reimbursed in any manner by RethinkWaste. No reimbursable cost may be incurred in anticipation of award.

IRREGULARITIES. RethinkWaste reserves the right to waive non-material irregularities if such would be in the best interest of RethinkWaste as determined by the Executive Director.

NON-DISCRIMINATION. The firm represents and warrants that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition.

OWNERSHIP. All data, documents and other products used or developed during the RFQ process become the property of RethinkWaste upon submission.

NO OBLIGATION. The release of this RFQ does not obligate or compel RethinkWaste to enter into a contract or agreement.
PROPOSAL, REJECTION OF. RethinkWaste reserves the right to reject any or all proposals or any part of a proposal.

PUBLIC RECORD. All proposals submitted in response to this RFQ will become the property of RethinkWaste upon submittal and a matter of public record pursuant to applicable law.

REPRESENTATIONS. The firms understand and acknowledge that the representations made in their submitted proposal are material and important, and will be relied on by RethinkWaste in evaluation of the proposal. A firm's misrepresentation shall be treated as fraudulent concealment from RethinkWaste of the facts relating to the proposal.

RFQ PART OF AGREEMENT. Should an agreement be awarded, this Request for Qualifications may become part of the agreement between RethinkWaste and the successful firm.

SEVERABILITY. If any provisions or portion of any provision, of this Request for Qualifications are held invalid, illegal or unenforceable, they shall be severed from the Request for Qualifications and the remaining provisions shall be valid and enforceable.

VALIDITY. Proposal must be valid for a period of ninety (90) days from the due date.

4. SCOPE OF WORK

The RethinkWaste team is looking for a firm that will provide us with the best in contemporary website design, with an emphasis on simple navigation and a user-friendly interface that will continue to engage our service area residents and businesses and to build identity, awareness and interest in RethinkWaste and the services it provides.

All content, maintenance, and updates of the redesigned website will be managed by RethinkWaste staff. As such, the website should be designed so all staff members (regardless of experience) are able to update the site.

At minimum, the redesigned website must include the following features and functionality:

- Site search capability (including content in PDF files)
- Easy and intuitive navigation
- Repository for documents/informational materials (PDFs, etc...)
- Social media integration
- Calendar features
- Mobile friendly
- Large hero images
- Background/integration of videos
- Language translation (Spanish/Chinese)
- Interactive component, specifically for the "Interactive Carts" page (see https://www.rethinkwaste.org/residents/interactive-cart)
The firm’s scope of work is anticipated to include the following services:

1. Create a work plan and schedule, in consultation with RethinkWaste staff, for the website redesign and launch.
2. Provide a new site map for the redesigned website for approval by RethinkWaste staff.
3. Develop, design and launch the redesign website.
4. Work in collaboration with RethinkWaste staff and its IT consultants on migrating documents and content from the existing website to the redesigned one.
5. Incorporate a Content Management System (CMS) that will allow non-technical staff to easily update website content as needed on any of the pages.
6. Integrate redesigned website with RethinkWaste social media sites.
7. Provide training to RethinkWaste staff on CMS for updating site content.
8. Provide on-going support in updating website features and content as-needed for length of contract.

5. DESIRED QUALIFICATIONS

RethinkWaste is seeking firms with expertise in designing, developing and launching websites.

The successful firm responding to this RFQ shall demonstrate that it has the appropriate professional and technical background, as well as access to adequate resources to fulfill the stated scope of services. Any experience with similar projects for agencies similar to those of RethinkWaste should be noted.

6. TERM OF AGREEMENT

It is anticipated that RethinkWaste and the selected firm will enter into an agreement for a one-year term commencing March 1, 2019 and ending February 28, 2020.

7. PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

All communications about this RFQ must be directed to Julia Au in writing via email at jau@rethinkwaste.org by December 10, 2018 by 4:00 pm. RethinkWaste will provide a written response to all questions in the form of an Addendum to this RFP by December 12, 2018, if necessary.

8. SUBMITTAL REQUIREMENTS

Firms must submit sufficient information, as outlined below, for RethinkWaste to evaluate website firm’s qualifications. Selection will be based on a combination of the cover letter, firm and staff qualifications, cost, project understanding, project delivery schedule, and references.

To be deemed responsive to this RFQ, website firm’s submittals must be received by e-mail only to jau@rethinkwaste.org no later than December 21, 2018, at 12:00 p.m.

See below for anticipated RFQ Process and Firm Selection Timeline
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DUE DATE</th>
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<tbody>
<tr>
<td>RFQ Released</td>
<td>December 3, 2018</td>
</tr>
<tr>
<td>Deadline for Submitting Questions to RethinkWaste by 4:00 p.m.</td>
<td>December 10, 2018</td>
</tr>
<tr>
<td>RethinkWaste to provide written responses to questions, if necessary</td>
<td>December 12, 2018</td>
</tr>
<tr>
<td><strong>Proposal Must Be Submitted by 12:00 p.m., to:</strong></td>
<td>December 21, 2018</td>
</tr>
<tr>
<td>Julia Au</td>
<td></td>
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<tr>
<td>RethinkWaste</td>
<td></td>
</tr>
<tr>
<td>(650) 802-3509</td>
<td></td>
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<tr>
<td><a href="mailto:jau@rethinkwaste.org">jau@rethinkwaste.org</a></td>
<td></td>
</tr>
<tr>
<td>Review of submittals, selection and contract negotiations</td>
<td>December 28, 2018</td>
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<td></td>
<td>– February 21, 2019</td>
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<tr>
<td>RethinkWaste Staff to engage Public Education and Outreach Subcommittee in evaluation/selection process</td>
<td>January 7 – 25, 2019</td>
</tr>
<tr>
<td>RethinkWaste Staff Report Recommendation Issued to Board of Directors</td>
<td>February 21, 2019</td>
</tr>
<tr>
<td>Board Consideration of Contract Award</td>
<td>February 28, 2019</td>
</tr>
<tr>
<td>Commence Project</td>
<td>March 1, 2019</td>
</tr>
</tbody>
</table>

Please label the email subject line “Response to RFQ—Website Redesign”

Please include both a PDF version and the source file (e.g., Word or Excel file) of all documents submitted.

Submittals should be concise and responsive, based on these guidelines:

A. **Cover Letter** - A maximum two (2) page cover letter must be provided describing your firm, date established, main services, key qualifications and prior experience. The individual authorized to contractually bind the firm should sign the cover letter. Resumes for the proposed team and subcontractors, if any, should be provided as an appendix.

B. **Description of Qualifications** – Describe the firm’s qualifications, expertise and prior specific related experience, and proposed use of subcontractors (if any). RethinkWaste prefers that the firms explain their specific qualifications related to the anticipated scope of work in this section, and that a more general description of qualifications and experience be reserved for the cover letter.

C. **Approach** - A maximum ten (10) page proposal shall describe the recommended approach to successfully execute the noted scope of work in a timely and cost-effective manner. The approach to the scope of work shall be of such detail to demonstrate the firm’s ability to accomplish the project objectives. In this section, include a minimum of three (3) examples of websites designed by client and address the questions specified below:

1. Will the site be built from scratch, be a template or a combination of both? Please explain the approach and rationale.
2. What Content Management System will be used? Please provide a detailed description. Will this allow for the easy migration of content from the current RethinkWaste site which is programmed with Apostrophe? Please explain the approach and rationale.

3. How will the migration of content from the current site to the new site take place? Please explain the approach and rationale.

4. Describe the graphic design approach and philosophy you plan to take for the website redesign.

5. RethinkWaste would like to launch the redesigned live website by the end of July 2019. Please explain how the schedules will be managed and how bottlenecks and delays will be handled, if they arise.

6. RethinkWaste is very interested in having the capability of the redesigned website to be in multiple languages, primarily Spanish and Chinese, in addition to English. Would this need to be done simultaneously or could it be done after the initial launch of the English version? Please explain the approach and rationale. Please also specify time requirements.

D. References – Provide the names and contact information of at least three (3) references for which similar services have been provided in the last three (3) years.

E. Costs - A maximum two (2) page proposed budget shall provide the specific hours and costs for each project task and shall delineate the staff responsible for each and whether they will be done in-house or by sub-contractors and their hourly rate. The costs for the site design should incorporate a minimum of providing three (3) unique concepts. All additional costs and contingency must be clearly delineated.

F. Qualification Certification – Complete Attachment A

G. Client Reference Form – Complete Attachment B

H. Additional Attachments - Clients are encouraged to include pertinent examples (i.e., three (3) minimum) of websites that they have designed that are similar in nature or content to the scope of work presented herein.

9. RIGHT TO CONTRACT FOR SELECTED SERVICES

RethinkWaste, at its sole option, will select the firm which best fulfills the requirements and provides the best value to RethinkWaste.

RethinkWaste reserves the right to contract for selected services relating to this proposal from any firm, in part or in whole.
An evaluation panel will review all proposals submitted. Discussions may, at RethinkWaste’s option, be conducted with any firm. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the RFQ’s requirements. Website firms shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, RethinkWaste will not disclose information derived from proposals submitted by competing firms. There will be no public opening and reading of bids. Overall responsiveness to the RFQ is an important factor in the evaluation process.

The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

- Qualifications and experience of the firm, including capability and experience of key personnel and experience with other public or private agencies to provide services for website design, development and launch.
- Responsiveness to the RFQ process and general provisions and understanding of the Scope of Work as evidenced by submitted proposal.
- History of successfully performing services for public or private agencies.
- Ability to meet any required timelines or other requirements.
- References
- Costs
Attachment A: Qualification Certification

<table>
<thead>
<tr>
<th>FIRM NAME</th>
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<tbody>
<tr>
<td>ADDRESS</td>
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<td>TELEPHONE #</td>
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<td>CONTACT</td>
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<td>EMAIL</td>
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<td>CONTACT NAME AND TITLE</td>
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FIRM REPRESENTATIONS

1. Firm additionally certifies that neither firm nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.

2. Firm certifies that they did not receive unauthorized information from any RethinkWaste staff member, contractor or Board Member during the RFQ response period except as provided for in this RFQ package or through formal addenda, if any, issued by RethinkWaste.

3. The firm certifies that they do not have any conflicts of interest, whether actual or perceived, and has disclosed any such work in its response to this RFQ.

4. The firm hereby certifies that the information contained in the Proposal and all accompanying documentation is true and correct.

5. Please check the appropriate box below:

- [ ] If an individual submits a response to this RFQ, he or she shall sign it. If he or she is doing business under a fictitious name, the response shall so state.
- [ ] If a response to this RFQ is submitted by a partnership, the full names and addresses of all members and the address of the partnership shall be stated and the response shall be signed for all members by one or more members thereof.
- [ ] If a corporation submits a response to this RFQ, an authorized officer or officers of the corporation shall sign it in the corporate name.
- [ ] If a limited liability company (LLC) submits a response to this RFQ, an authorized officer or officers shall sign it in the LLC’s name.
- [ ] If a response to this RFQ is signed by a joint venture, the full names and addresses of all members of the joint venture shall be stated and a representative of each individual entity shall sign it.
Attachment A – Qualification Certification (continued)

By signing below, the submittal pursuant to this RFQ shall be deemed a representation and certification by the client that they have investigated all aspects of the RFQ, that they are aware of the applicable facts pertaining to the RFQ process, its procedures and requirements, and that the client has read and understand the RFQ.

<table>
<thead>
<tr>
<th>Authorized Representative Name:</th>
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<tr>
<td>(Signature)</td>
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<tr>
<td>Authorized Representative Name:</td>
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<td>(Print name)</td>
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Complete additional signatures below as required.

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**Attachment B: Client Reference Form**

Provide the names and contact information of at least three (3) references for which similar services have been provided in the last three (3) years.

**Previous Client Reference Worksheet**

<table>
<thead>
<tr>
<th>Name of Company or Agency</th>
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<table>
<thead>
<tr>
<th>Customer Contact Name(s), Address, Phone Number(s) and Email</th>
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</table>

Brief description of work performed for this client (use additional sheets if necessary):

---

RethinkWaste RFQ for Website Redesign
A Public Agency

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 1st day of March, 2019 by and between the South Bayside Waste Management Authority hereinafter “SBWMA”, and S. Groner Associates, Inc. hereinafter “Consultant”.

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

A. That SBWMA desires to engage Consultant to render certain professional services in the SBWMA jurisdictions;
B. That Consultant is qualified to provide such services to the SBWMA; and
C. That SBWMA has elected to engage the services of Consultant upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

1. Services
The services to be performed by Consultant under this Agreement shall be to Redesign RethinkWaste’s Website as outlined in Exhibit A.

Performance of the work specified above is hereby made an obligation of Consultant under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of said Parties.

2. Term of Agreement
Said services shall commence on execution and shall continue for completion of tasks within one year (12 month period). The term of the Agreement may be extended upon written agreement by both parties. Agreement can be terminated by either party with written thirty (30) day notice.

3. Compensation
Payment under this Agreement shall be as per Exhibit A, not to exceed $54,996.00
Invoices for payment shall be submitted monthly to SBWMA and shall be contain the information shown in Exhibit B hereto.

4. Authorization and Termination
This Agreement becomes effective when endorsed by both Parties in the space provided below.

5. Reliance of Professional Skill of Consultant
Consultant represents that it has the necessary professional skills to perform the services required and SBWMA shall rely on such skills of the Consultant to do and perform the work.

6. Relationship to Parties
It is understood that the relationship of Consultant to SBWMA is that of an independent contractor and all persons working for or under the direction of Consultant are its agents or employees and not agents or employees of the SBWMA.

7. Nonassignment
This Agreement is not assignable either in whole or in part.
8. **Amendments**  
This Agreement may be amended or modified only by written agreement signed by both Parties.

9. **Validity**  
The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

10. **Government Law/Litigation**  
This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the Parties hereto over the terms or performance of this agreement the prevailing party shall be entitled to reasonable attorneys fees and costs.

11. **Mediation**  
Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement, and each Party shall bear its own legal costs. Mediation shall occur within 30 days of notice by either party, and if it does not occur within that period of time a legal action shall be permitted to be filed.

12. **Entire Agreement**  
This Agreement, including Exhibit A, comprises the entire Agreement.

13. **Indemnity**  
Consultant shall defend, indemnify and hold SBWMA and its officers, employees and agents harmless from any and all claims, damages, losses and expenses related to or as a result of intentional or negligent acts for which Consultant or its agents and employees are responsible.

14. **Insurance**  
Consultant shall not commence work under this Agreement until all insurance required under this Paragraph has been obtained. Consultant shall furnish SBWMA with certificates of insurance evidencing the required coverage. The insurance shall be with a carrier that is licensed and in good standing in the State of California, and has an A.M. Best Co. rating of A5 or better. The SBWMA will be named as additional insured in the policy. These certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the SBWMA office of any pending change in the limits of liability or of any cancellation or modification of the policy.

   a. **Worker's Compensation and Employer's Liability Insurance**  
   Consultant shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Consultant makes the following certification, required by Section 1861 of the California Labor Code:

   "I am aware of the provisions of Section 37900 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

   b. **Liability Insurance**  
   Consultant shall take out and maintain during the life of this Agreement such bodily injury and property damage liability insurance as shall insure the Consultant and SBWMA, its employees,
officers and member entities 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 
due to consultant’s negligence or willful misconduct for property damage which may arise from 
Consultant’s work under this Agreement, whether such work be by Consultant or by any 
subcontractor or by anyone directly or indirectly employed by either of them. The amounts of 
such insurance shall be One Million and no/100 Dollars ($1,000,000.00) combined single limit 
bodily injury and property damage for each occurrence.

15. Notice
All notices required by this Agreement shall be given to SBWMA and Consultant in writing, by email or 
by first class mail, postage prepaid, addressed as follows:

SBWMA: South Bayside Waste Management Authority
610 Elm Street, Suite 202
San Carlos, CA 94070
Phone: (650) 802-3500
Fax: (650) 802-3501

Consultant: S. Groner and Associates
Stephen Groner
100 W. Broadway
Suite 290
Long Beach, CA
Phone: 510-224-5086
Email: sgroner@sga-inc.net

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first 
written by their respective officers duly authorized in that behalf.

SBWMA

BY: ____________________________
Joe La Mariana, Executive Director, SBWMA

DATED:_______________________, 2019

APPROVED AS TO FORM:

______________________________
Jean Savaree, SBWMA ATTORNEY

DATED:_______________________, 2019

CONSULTANT:

BY: ____________________________
Stephen Groner, President

DATED:_______________________, 2019

NOTICE TO PROCEED

BY: ____________________________
Cyndi Urman, Board Secretary

DATED:_______________________, 2019
RethinkWaste Website Redesign

Over the years, S. Groner Associates, Inc. (SGA) has helped several government entities transform their static websites to content-rich destinations and personal user experience portals. We have designed, launched, and supported more than 35 distinct digital marketing campaigns and mobile optimized and responsive websites for our clients. While the objectives of each organization may be different, the goals are all the same: develop websites that are more streamlined, citizen-centric, mobile-friendly, and less likely to grow obsolete in a few years.

For this task order, SGA will focus on redesigning RethinkWaste’s existing website using the following principles:

- User-friendly, public-facing look and feel
- Natural (not municipal) tone of voice
- Responsive design that adapts to visitors using smartphones and tablets

STRATEGY AND TASKS:
Our approach to redesigning RethinkWaste’s website will be completed in several phases. Every phase will be executed and reviewed in collaboration with RethinkWaste staff to ensure the new website fulfills the program’s requirements.

PHASE 1: RESEARCH & STRATEGY
SGA will conduct a comprehensive audit of RethinkWaste’s website and prepare a list of preliminary questions for RethinkWaste staff. In collaboration with RethinkWaste’s IT staff, we will make sure that the redesigned website meet all technical requirements.

SGA will collaborate with RethinkWaste staff to create a strategic plan to include a creative brief, comprehensive work plan, and timeline. The creative brief will memorialize the collective understanding of both SGA and RethinkWaste staff and will serve as a reference point throughout each phase. The comprehensive work plan and timeline will guide the SGA team on the website progress and development.

During this phase, we will finalize the desired user experience, the approved CMS platform, webpage hosting, and any new graphics.
PHASE 2: ARCHITECTURE
The next phase consists of building out the architecture of RethinkWaste’s site. This is where we nail down the navigation. We will spend considerable time outlining the basic web architecture: determine how many pages the website should have, how they should connect to one another, and how the main and secondary navigations will work.

We will also consider the user experience in determining the layout of the new website. We will develop a revised site map detailing the hierarchical representation of the site and all of its levels and pages.

Once we have a solid site map structure, we will develop wireframes for each page. The wireframes and sitemap will be the website’s blueprints and provide SGA with a skeletal structure of the content flow and page layout.

PHASE 3: DESIGN
Once the wireframe has been approved, we can then design mockups of the websites. These mockups will not only show the order of all the components but also the accurate colors, shapes, and exact placement of the components, in relation to each other. These mockups will help us organize project details and find errors early on.

During this phase, SGA will also create web graphics and build the asset library making sure the digital assets conform to the organization’s branding, any existing style guides, color palettes, and graphic design preferences.

PHASE 4: CONTENT MIGRATION/SITE CREATION
To make the content migration process smoother and easier, SGA will lay out a solid foundation with the following steps:

1. Analyze RethinkWaste’s Content
   a. Take Inventory
      Before commencing on the migration process, we will make a list of every kind of content including file types, hyperlinks, metadata etc., on RethinkWaste’s website.
   b. Strategize the migration
      We will take the content inventory and devise a strategy for moving it to the new platform. We will analyze the current sitemap as well the site’s Google Analytics account to determine which of the current pages are frequented
the most and which are rarely or never viewed. We would also review events such as clicks on outbound links, PDF downloads, and form submissions to determine the most and least popular.

2. **Cleanup RethinkWaste’s Content**
   SGA will create a content strategy that will lay the foundation for the information architecture for the new design.
   a. **Map out the Metadata**
      We will categorize and tag the content while migrating it and keep track of how the content is linked to different sections of RethinkWaste’s website.
   b. **Create redirects to avoid breaking bookmarks or embedded links.**
      While moving content to a new CMS, we will create 301 redirects for old URLs to the corresponding content asset in the new system.

3. **Migrate The Content**
   Because we are recommending a manual migration, we will develop a workflow that will break down every step required to take an existing piece of content and turning it into a new piece of content on the new platform. The workflow will include steps like entering metadata, page titles, etc.

SGA will begin building the new website using the WordPress Content Management System (CMS). The WordPress CMS will give RethinkWaste staff the ability to easily make updates, additions, and modifications to the site without having to know web coding.

**PHASE 5: TEST AND FINALIZE**
SGA will use a staging site where we would put together a functional dress rehearsal of the final website to test the functionality and address any bugs or glitches. The staging site will also be used to check browser compatibility, test ADA compliance, and test the mobile responsiveness of the site on a desktop, tablet, and mobile platforms. SGA will conduct a comprehensive series of tests and reviews to ensure the accuracy of all links, forms, etc.

**PHASE 6: LAUNCH AND POST-LAUNCH**
At this point, we would have established the website hosting and can migrate the redesigned website from the staging server to a live environment. Any last minute changes and tweaks to the website before it goes live will be made at this stage.
Training on how to use the content management system (CMS) is provided so that RethinkWaste staff can be self-sufficient. Ongoing management of the website and technical support will also be provided.

DELRIVERABLES:

PHASE 1 DELIVERABLES: RESEARCH & STRATEGY
- Creative Brief
- Content Strategy
- Work Plan

PHASE 2 DELIVERABLES: ARCHITECTURE
- Revised Sitemap
- New Wireframe

PHASE 3 DELIVERABLES: DESIGN
- 3 Homepage Mockups
- Final Homepage and Internal Page Designs
- Asset Library
- Graphic Elements
- Style Guide

PHASE 4 DELIVERABLES: CONTENT MIGRATION/SITE CREATION
- Migrated content from current to the new site
- New WordPress Content Management System
- Working Test Site

PHASE 5 DELIVERABLES: TEST AND FINALIZE
- Redesigned, responsive website

PHASE 6 DELIVERABLES: LAUNCH AND POST-LAUNCH
- Live site
- Website user manual
- Client Training
- As-needed help and assistance through the life of the contract
SCHEDULE AND COMPENSATION:

DELIVERABLE TIMELINE
Approximately 5 months (timeline can shift depending on review and approval process)

BUDGET
The budget is listed in the table below.

<table>
<thead>
<tr>
<th>REDESIGNED RethinkWaste WEBSITE</th>
<th>PROPOSED COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1: Research and Strategy</td>
<td>$3,184</td>
</tr>
<tr>
<td>Phase 2: Architecture</td>
<td>$3,140</td>
</tr>
<tr>
<td>Phase 3: Design</td>
<td>$9,080</td>
</tr>
<tr>
<td>Phase 4: Content Migration/Site Creation</td>
<td>$14,808</td>
</tr>
<tr>
<td>Phase 5: Test And Finalize</td>
<td>$4,824</td>
</tr>
<tr>
<td>Phase 6: Launch And Post-Launch</td>
<td>$8,838</td>
</tr>
<tr>
<td>Weekly and Monthly Meetings</td>
<td>$3,928</td>
</tr>
<tr>
<td>Miscellaneous Costs</td>
<td>$2,194</td>
</tr>
<tr>
<td>Contingency Fee</td>
<td>$5,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$54,996</strong></td>
</tr>
</tbody>
</table>

* SGA will bill on a time and materials basis
<table>
<thead>
<tr>
<th>PROPOSED STAFF</th>
<th>Suzi Senna</th>
<th>Sasha Pfeuffer</th>
<th>Mary Gamboa</th>
<th>Drew Matamalaes</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOB FUNCTION</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOURS</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>HOURLY RATES</td>
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<td>$130.00</td>
<td>$130.00</td>
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<tr>
<td>TOTAL HOURS</td>
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<td></td>
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<tr>
<td>TOTAL AMOUNT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DELIVERABLES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOURS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PHASE 1: RESEARCH/STRATEGY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-project strategy planning</td>
<td>3</td>
<td>1</td>
<td>4</td>
<td>$580</td>
</tr>
<tr>
<td>Kick off meeting with Rethink Waste</td>
<td>6</td>
<td>6</td>
<td>6</td>
<td>$900</td>
</tr>
<tr>
<td>Develop detailed work plan and content strategy</td>
<td>8</td>
<td>2</td>
<td>2</td>
<td>$1,704</td>
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<tr>
<td>Subtotal</td>
<td>$2,550</td>
<td>$244</td>
<td>$0</td>
<td>$3,184</td>
</tr>
<tr>
<td>PHASE 2: WEBSITE ARCHITECTURE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review and analyze website architecture</td>
<td>4</td>
<td>2</td>
<td>6</td>
<td>$860</td>
</tr>
<tr>
<td>Review technical and design requirements</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>$560</td>
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<tr>
<td>Review and revise sitemap</td>
<td>4</td>
<td>1</td>
<td>5</td>
<td>$730</td>
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<tr>
<td>Develop wireframes</td>
<td>4</td>
<td>2</td>
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<tr>
<td>Subtotal</td>
<td>$2,100</td>
<td>$0</td>
<td>$260</td>
<td>$3,140</td>
</tr>
<tr>
<td>PHASE 3: DESIGN</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Develop homepage and internal templated page design mockups (3 concepts for home page, once selected, all other page designs will be based on that design)</td>
<td>6</td>
<td>24</td>
<td>4</td>
<td>34</td>
</tr>
<tr>
<td>Develop graphic elements</td>
<td>4</td>
<td>20</td>
<td>24</td>
<td>$3,200</td>
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<tr>
<td>Develop style guide and asset library</td>
<td>2</td>
<td>8</td>
<td>10</td>
<td>$1,340</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$1,800</td>
<td>$0</td>
<td>$6,760</td>
<td>$9,080</td>
</tr>
<tr>
<td>PHASE 4: CONTENT MIGRATION AND CREATION</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Create content inventory</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>8</td>
</tr>
<tr>
<td>Develop and implement content migration strategy</td>
<td>6</td>
<td>2</td>
<td>28</td>
<td>36</td>
</tr>
<tr>
<td>Mapout metadata</td>
<td>2</td>
<td>4</td>
<td>6</td>
<td>$820</td>
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<tr>
<td>Implement Wordpress CMS</td>
<td>2</td>
<td>6</td>
<td>8</td>
<td>$1,080</td>
</tr>
<tr>
<td>Code website including integration of plugins and interactive components</td>
<td>2</td>
<td>54</td>
<td>56</td>
<td>$7,320</td>
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<tr>
<td>Subtotal</td>
<td>$1,800</td>
<td>$488</td>
<td>$0</td>
<td>$5,200</td>
</tr>
<tr>
<td>PHASE 5: TEST AND FINALIZE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Develop and test website features and interactivity</td>
<td>6</td>
<td>4</td>
<td>6</td>
<td>16</td>
</tr>
<tr>
<td>Test and Verify Links and Functionality, 301 Redirects</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td>Final Cross-Browser Checks</td>
<td>2</td>
<td>4</td>
<td>2</td>
<td>8</td>
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<tr>
<td>Subtotal</td>
<td>$1,800</td>
<td>$1,464</td>
<td>$0</td>
<td>$1,150</td>
</tr>
<tr>
<td>PHASE 6: LAUNCH AND POST LAUNCH</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Push Site Live/ Hard Launch</td>
<td>3</td>
<td>2</td>
<td>5</td>
<td>$710</td>
</tr>
<tr>
<td>Hosting/Vendor Coordination</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>$410</td>
</tr>
<tr>
<td>Live Site or File Handoff</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>$560</td>
</tr>
<tr>
<td>Website User Manual/Client Training/Maintenance Allowance through the end of the contract</td>
<td>28</td>
<td>4</td>
<td>12</td>
<td>7</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$5,100</td>
<td>$488</td>
<td>$1,560</td>
<td>$1,690</td>
</tr>
<tr>
<td>WEEKLY AND MONTHLY MEETINGS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conference calls, invoices, administrative duties</td>
<td>16</td>
<td>4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$2,400</td>
<td>$488</td>
<td>$520</td>
<td>$520</td>
</tr>
<tr>
<td>OTHER COSTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paid plugin costs for the first year (client to handle annual costs after 1st year)</td>
<td></td>
<td></td>
<td></td>
<td>$776</td>
</tr>
<tr>
<td>Stock Images (up to 20 images)</td>
<td></td>
<td></td>
<td></td>
<td>$198</td>
</tr>
<tr>
<td>Copywriting/Content Development</td>
<td></td>
<td></td>
<td></td>
<td>$1,320</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>10% Contingency Budget</td>
<td></td>
<td></td>
<td></td>
<td>$5,000</td>
</tr>
<tr>
<td>Total</td>
<td>$54,996</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**EXHIBIT B (Sample Invoice)**

*Items highlighted yellow must be included on the invoice for approval format of invoice is just a sample*

## INVOICE

<table>
<thead>
<tr>
<th>Your Company Name</th>
<th>Address</th>
<th>City State Zip</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
<th>Project Number:</th>
<th>Invoice Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

RethinkWaste
Attn: **Project Manager**
610 Elm Street, Suite 202
San Carlos, CA 94070

SBWMA Project: **Project Title**  Purchase Order Number: **PO Number**
Invoice for Professional Services from 1/1/15 to 1/31/15

### TASK 1

<table>
<thead>
<tr>
<th>Professional Personnel</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Doe</td>
<td>1.5</td>
<td>$200.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>Jane Smith</td>
<td>1.0</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>TOTALS:</strong></td>
<td>2.0</td>
<td></td>
<td>$400.00</td>
</tr>
</tbody>
</table>

**TOTAL THIS TASK:** $400

### TASK 2

<table>
<thead>
<tr>
<th>Professional Personnel</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Doe</td>
<td>3.0</td>
<td>$200.00</td>
<td>$600.00</td>
</tr>
<tr>
<td><strong>TOTALS:</strong></td>
<td>3.0</td>
<td></td>
<td>$600.00</td>
</tr>
</tbody>
</table>

**TOTAL THIS TASK:** $600.00

**TOTAL THIS INVOICE** $1,000.00

## BILLING LIMITS:

<table>
<thead>
<tr>
<th></th>
<th>Total Contract Amount</th>
<th>Prior Invoices</th>
<th>Current Contract Balance</th>
<th>This Invoice</th>
<th>Contract Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$10,000.00</td>
<td>0%</td>
<td>100%</td>
<td>10%</td>
<td>90%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0.00</td>
<td>$10,000.00</td>
<td>$1,000.00</td>
<td>$9,000.00</td>
</tr>
</tbody>
</table>
Flood & Sea Level Rise Resiliency Agency (Agency) Website Redesign

Over the years, S. Groner Associates, Inc. (SGA) has helped several government entities transform their static websites to content-rich destinations and personal user experience portals. We have designed, launched, and supported more than 35 distinct digital marketing campaigns and mobile optimized and responsive websites for our clients. While the objectives of each organization may be different, the goals are all the same: develop websites that are more streamlined, citizen-centric, mobile-friendly, and less likely to grow obsolete in a few years.

For this task order, SGA will focus on redesigning the Agency’s existing website using the following principles:
- User-friendly, public-facing look and feel
- Natural (not municipal) tone of voice
- Responsive design that adapts to visitors using smartphones and tablets

STRATEGY AND TASKS:
Our approach to redesigning the Agency’s website will be completed in several phases. Every phase will be executed and reviewed in collaboration with the Agency staff to ensure the new website fulfills the program’s requirements.

PHASE 1: RESEARCH & STRATEGY
SGA will conduct a comprehensive audit of the Agency’s website and prepare a list of preliminary questions for the Agency staff. In collaboration with the Agency’s staff, we will make sure that the redesigned website meet all technical requirements.

SGA will collaborate with the Agency staff to create a strategic plan to include a creative brief, comprehensive work plan, and timeline. The creative brief will memorialize the collective understanding of both SGA and the Agency staff and will serve as a reference point throughout each phase. The comprehensive work plan and timeline will guide the SGA team on the website progress and development.

During this phase, we will finalize the desired user experience, the approved CMS platform, webpage hosting, and any new graphics.
PHASE 2: ARCHITECTURE
The next phase consists of building out the architecture of the Agency’s site. This is where we nail down the navigation. We will spend considerable time outlining the basic web architecture: determine how many pages the website should have, how they should connect to one another, and how the main and secondary navigations will work.

We will also consider the user experience in determining the layout of the new website. We will develop a revised site map detailing the hierarchical representation of the site and all of its levels and pages.

Once we have a solid site map structure, we will develop wireframes for each page. The wireframes and sitemap will be the website’s blueprints and provide SGA with a skeletal structure of the content flow and page layout.

PHASE 3: DESIGN
Once the wireframe has been approved, we can then design mockups of the websites. These mockups will not only show the order of all the components but also the accurate colors, shapes, and exact placement of the components, in relation to each other. These mockups will help us organize project details and find errors early on.

During this phase, SGA will also create web graphics and build the asset library making sure the digital assets conform to the organization’s branding, any existing style guides, color palettes, and graphic design preferences.

PHASE 4: CONTENT MIGRATION/SITE CREATION
To make the content migration process smoother and easier, SGA will lay out a solid foundation with the following steps:

1. **Analyze the Agency’s Content**
   a. **Take Inventory**

   Before commencing on the migration process, we will make a list of every kind of content including file types, hyperlinks, metadata etc., on the Agency’s website.
   b. **Strategize the migration**
We will take the content inventory and devise a strategy for moving it to the new platform. We will analyze the current sitemap as well as the site’s Google Analytics account to determine which of the current pages are frequented the most and which are rarely or never viewed. We would also review events such as clicks on outbound links, PDF downloads, and form submissions to determine the most and least popular.

2. **Cleanup the Agency’s Content**

SGA will create a content strategy that will lay the foundation for the information architecture for the new design.

   a. **Map out the Metadata**
   
   We will categorize and tag the content while migrating it and keep track of how the content is linked to different sections of the Agency’s website.

   b. **Create redirects to avoid breaking bookmarks or embedded links.**
   
   While moving content to a new CMS, we will create 301 redirects for old URLs to the corresponding content asset in the new system.

3. **Migrate The Content**

Because we are recommending a manual migration, we will develop a workflow that will break down every step required to take an existing piece of content and turning it into a new piece of content on the new platform. The workflow will include steps like entering metadata, page titles, etc.

SGA will begin building the new website using the WordPress Content Management System (CMS). The WordPress CMS will give the Agency staff the ability to easily make updates, additions, and modifications to the site without having to know web coding.

**PHASE 5: TEST AND FINALIZE**

SGA will use a staging site where we would put together a functional dress rehearsal of the final website to test the functionality and address any bugs or glitches. The staging site will also be used to check browser compatibility, test ADA compliance, and test the mobile responsiveness of the site on a desktop, tablet, and mobile platforms. SGA will conduct a comprehensive series of tests and reviews to ensure the accuracy of all links, forms, etc.

**PHASE 6: LAUNCH AND POST-LAUNCH**
At this point, we would have established the website hosting and can migrate the redesigned website from the staging server to a live environment. Any last minute changes and tweaks to the website before it goes live will be made at this stage.

Training on how to use the content management system (CMS) is provided so that the Agency staff can be self-sufficient. Ongoing management of the website and technical support will also be provided.

DELMERABLES:

PHASE 1 DELIVERABLES: RESEARCH & STRATEGY
- Creative Brief
- Content Strategy
- Work Plan

PHASE 2 DELIVERABLES: ARCHITECTURE
- Revised Sitemap
- New Wireframe

PHASE 3 DELIVERABLES: DESIGN
- 3 Homepage Mockups
- Final Homepage and Internal Page Designs
- Asset Library
- Graphic Elements
- Style Guide

PHASE 4 DELIVERABLES: CONTENT MIGRATION/SITE CREATION
- Migrated content from current to the new site
- New WordPress Content Management System
- Working Test Site

PHASE 5 DELIVERABLES: TEST AND FINALIZE
- Redesigned, responsive website

PHASE 6 DELIVERABLES: LAUNCH AND POST-LAUNCH
- Live site
- Website user manual
- Client Training
- As-needed help and assistance through the life of the contract

SCHEDULE AND COMPENSATION:

DELIVERABLE TIMELINE
Approximately 5 months (timeline can shift depending on review and approval process)

BUDGET
The budget is listed in the table below.

<table>
<thead>
<tr>
<th>REDESIGNED THE AGENCY WEBSITE</th>
<th>PROPOSED COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1: Research and Strategy</td>
<td>$3,184</td>
</tr>
<tr>
<td>Phase 2: Architecture</td>
<td>$3,140</td>
</tr>
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<tr>
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</tr>
<tr>
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</tr>
<tr>
<td>Weekly and Monthly Meetings</td>
<td>$3,928</td>
</tr>
<tr>
<td>Miscellaneous Costs</td>
<td>$2,194</td>
</tr>
<tr>
<td>Contingency Fee</td>
<td>$5,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$54,996</strong>*</td>
</tr>
</tbody>
</table>

* SGA will bill on a time and materials basis
FSLRR Advisory Committee Agenda Report

Date: November 12, 2019
To: San Mateo County Flood and Sea Level Rise Resiliency Advisory Committee
From: Larry Patterson, Interim CEO
Subject: Contract with DTE for Information Technology Services

RECOMMENDATION:
Authorize San Mateo County (“County”), on behalf of the San Mateo County Flood and Sea Level Rise Resiliency District (“District”), to enter into an agreement with DTE Networks in an amount not to exceed $49,952.00 to provide information technology (IT) start up and on-going support services.

BACKGROUND:
Staff contacted two outside agencies (San Mateo Consolidated Fire and South Bayside Waste Management Authority (“SBWMA”)) to determine who performed their contract IT services. They identified three firms: T324; Stepford; and DTE Networks. In talking with the two agencies, staff determined that Stepford and DTE Networks were best suited to perform the work for the District. Both firms were interviewed and found to be highly qualified. However, the scope of work performed by DTE Networks for SBWMA most closely matched the work anticipated for the District.

DISCUSSION
Therefore, staff recommends that the County, on behalf of the District, contract with DTE Networks to perform the IT setup and support for the District. Their proposed scope of services is set forth on Attachment 1, which is incorporated by this reference, and includes: server and domain configuration; cloud storage/back-up, wireless, and firewall set-up; hardware and software purchase and installation; server maintenance; and troubleshooting. The amount of the proposed contract with DTE Networks totals $49,952.00 for a term of one year.

Initiating the IT work for the District as soon as possible is critical so the new independent Board of Directors District can start its work effective January 1, 2020. Up until this point, IT services and equipment have been provided by the County, so this IT infrastructure does not yet exist.
The standard San Mateo County contract template for less than $100,000 will be used and will be assigned to the District in January 2020. The final agreement will be reviewed and approved by the San Mateo County Public Works Department and County Counsel.

**FISCAL IMPACT:**

The proposed contract totals $32,518.80, which falls within the approval authority of the Director of Public Works. In addition, DTE Networks has estimated that hardware costs will likely be $16,601 plus sales tax. The hardware will be purchased directly by the County and is not within the DTE Networks scope and budget. Funding for this contract is available from the Flood Resiliency Program as part of the County contribution of $750,000 to the start-up of the District.

**ATTACHMENTS:**

1. DTE Networks Scope of Services
2. DTE Networks Hourly Rates
**EXHIBIT A (Scope of Work)**

**Part 1 – IT Services – Annual Service & Maintenance and On-Call Support**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Microsoft Office 365 @ $180/month (could change if number of users increases)</td>
<td>$2,160.00</td>
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<tr>
<td>Managed Antivirus @ 4.95/month (6 computers)</td>
<td>$356.40</td>
</tr>
<tr>
<td>logmein remote access and monitoring @ $7.95/month (6 computers)</td>
<td>$572.40</td>
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<tr>
<td>Off-site backup service/storage @ $67/month</td>
<td>$810.00</td>
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<tr>
<td>4 hours of support per month for routine server maintenance</td>
<td>$6,480.00</td>
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<tr>
<td>9 hours of support per month for general support requests, maintenance, upgrades,</td>
<td>$14,580.00</td>
</tr>
<tr>
<td>problem solving and troubleshooting, etc.</td>
<td></td>
</tr>
<tr>
<td>2 hours of support per month for monitored offsite/cloud data backup for 5</td>
<td>$1,620.00</td>
</tr>
<tr>
<td>workstations (250GB/licenses, included).</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal** $26,578.80

**Sales Tax (9.75%)** $0.00

**TOTAL** $26,578.80
**EXHIBIT A (Scope of Work)**

**Part 2 – IT Services: Hardware, Software and Network Setup and Configuration**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consult and help select a server configuration to fit your needs, set up final quote and purchase</td>
<td>$270.00</td>
</tr>
<tr>
<td>Receive and set up server; perform initial server configuration</td>
<td>$675.00</td>
</tr>
<tr>
<td>Configure the domain</td>
<td>$405.00</td>
</tr>
<tr>
<td>Load data on server and set up basic sharing and security groups</td>
<td>$270.00</td>
</tr>
<tr>
<td>Set up nightly backup with 2 drive rotation</td>
<td>$135.00</td>
</tr>
<tr>
<td>Set up nightly backup to cloud</td>
<td>$135.00</td>
</tr>
<tr>
<td>Configure UPS to protect server hardware and to properly shut down in case of extended power outage</td>
<td>$135.00</td>
</tr>
<tr>
<td>Configure SonicWALL</td>
<td>$135.00</td>
</tr>
<tr>
<td>License/Register SonicWALL and SSL VPN</td>
<td>$135.00</td>
</tr>
<tr>
<td>Purchase all required workstations (5), configure hardware (docks, screens, keyboards, etc.) and software, install onsite</td>
<td>$1,620.00</td>
</tr>
<tr>
<td>Purchase or lease Copier/Printer (if needed), configure on network</td>
<td>$270.00</td>
</tr>
<tr>
<td>Configure wireless access point and cloud key</td>
<td>$135.00</td>
</tr>
<tr>
<td>Demonstrate access to network resources in office and remote access through firewall</td>
<td>$270.00</td>
</tr>
<tr>
<td>Secure a domain name and have it paid for and hosted by a registrar</td>
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</tr>
<tr>
<td>Start account with an ISP, schedule, oversee and test line installation</td>
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<td>Configure email service (Office 365) and set up users mailboxes</td>
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<td>Hardware</td>
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</table>

**Subtotal** $22,541.00  
**Sales Tax (9.75%)** $1,619.00  
**TOTAL** $24,160.00
Hours, Rates and Response Times

Business hours
9am to 6pm, Monday – Friday

Initial Response Time
During business hours: 0-1 hr.
After business hours: 1-2 hrs.

Contact Info
Our clients are provided with contact information in cases of emergency which applies 24/7/365.

Work Requests
Requests by our contract clients are typically addressed during business hours. At our discretion, in order to accommodate our clients and reduce their downtime, we will execute some troubleshooting and fixes after hours without charging a higher rate.

Additional Charges
Charges for additional hours that are outside the normal scope of work would be charged at the same rate as the contracted rate of $135.00 per hour.

Rates
Weekday (M-F): 9am-6pm Contracted rate
After hours (M-F): 6-9pm, 6-9am Contracted rate +25%
Nights; Weekends: 9pm-6am Contracted rate +50%
FSLRR Advisory Committee Agenda Report

Date: November 12, 2019

To: San Mateo County Flood and Sea Level Rise Resiliency Advisory Committee

From: Larry Patterson, Interim CEO

Subject: Approve Terms of the Lease for Suite 502 at 1700 South El Camino Real in San Mateo and Recommend Approval of Lease by the San Mateo County Board of Supervisors

RECOMMENDATION:

That the Flood and Sea Level Rise Resiliency Advisory Committee approve the terms of the Lease for Suite 502 at 1700 South El Camino Real in San Mateo and recommend approval of Lease by the San Mateo County Board of Supervisors subject to review of the lease agreement by the San Mateo County Real Property Division and County Counsel.

BACKGROUND:

The San Mateo County Flood and Sea Level Rise Resiliency District (“District”) will require its own office space beginning in January 2020. District office space should:

- Require little or no tenant improvements;
- Be competitively priced;
- Provide a minimum of three (3) enclosed offices and open floor plan space for up to three (3) cubicle spaces;
- Be centrally located within the County and without “unusual” traffic congestion;
- Have access to public transit;
- Be located within walking distance of staff amenities such as restaurants;
- Include a conference room that could accommodate six to eight people; and
- Ideally, include access to a large conference room space that could be used for District Board meetings.

Staff investigated the possibility of leasing space from San Mateo County (the “County”). Unfortunately, available space in County facilities was limited and did not adequately meet the above criteria.
Staff also investigated available commercial space within central San Mateo County using both the internet and two major commercial property owners within the area. A total of six office suites were viewed and considered for the District, with monthly rents ranging from $3.50 to $3.75 per square foot.

The space determined to best meet the District’s criteria was Suite 502 at 1700 South El Camino Real in San Mateo (“Suite 502”), which is located a block from the entrance to Highway 92. The material terms of the proposed lease along with a floor plan for the rented space are included on Attachment 1, which is incorporated by this reference. The material terms are similar to those accepted by the County for other space within the same building.

Suite 502 consists of 2,166 rentable square feet and includes five (5) enclosed offices, a conference room accommodating up to eight (8) persons, a reception area, storage area, and a small kitchen nook. Cubicle space is not provided, but it would be possible for up to two of the enclosed offices to be shared by two employees. Monthly rent is $8,122.50 ($3.75/sq. ft.).

While not the least expensive option available, Suite 502 best met the District’s criteria, including: requiring little tenant improvements; having adequate office and cubicle space; being centrally located within the County with quick access to Highway 92 and public transit, walking distance from staff amenities such as restaurants; and having both a conference room accommodating up to eight persons and access to a larger conference room that can be reserved for District Board of Director meetings.

Any final lease agreement entered into for Suite 502 would be subject to review by both County Real Property Division and County Counsel.

FISCAL IMPACT:

Annual rent for Suite 502 would cost $97,470.00, with the potential of some increase in pass through operating costs. The term of the proposed lease is 38 months with the first two-months free. Funding for the lease costs would consist of $1.5 million in County and city annual contributions for the start-up of the District and a proportionate share from the Flood Control Program (formerly the San Mateo County Flood Control District and now with passage of AB 825, it will be a separate program with restricted property tax funding within the Flood and Sea Level Rise Resiliency District).

ATTACHMENTS:

1. Lease Terms
October 2, 2019

Larry Patterson  
CEO  
Flood and Sea Level Rise Resiliency Formation  
Email: larrypatterson601@gmail.com

Re: PROPOSAL TO LEASE  
BORREL ESTATE BUILDING  
1700 S El Camino Real, Suite 502  
San Mateo, CA 94402

Dear Larry,

We are pleased to learn of your potential interest in leasing office space in the Borel Estate Building. We appreciate you visiting our offices and requesting a proposal from Borel Estate Company for the reference office space.

To that end, the following business terms and conditions below outline Borel Estate Company’s proposal for the County staff to consider:

**Tenant:** County of San Mateo, a political subdivision of the State of California

**Building:** Borel Estate Building  
1700 S El Camino Real, San Mateo, CA 94402

**Premises:** Suite 502, having approximately 2,166 rentable square feet (“RSF”)  See attached Floor Plan Exhibit “A”

**Monthly Base Rent:** $8,122.50 ($3.75sf/mo.) Full Service

**Rental Adjustments:** Rent shall be adjusted annually by three (3%) percent

**Term:** Thirty-Eight (38) Months

**Use:** General Office
Option:
One – (Three Year) Option, upon the same terms and conditions except for Rent. Rent shall be at Fair Market Rate (“FMR”) as further defined in the Lease Agreement. The Base Year will be adjusted to be the year following the date of commencement of the extended term.

Early Access:
Landlord will allow Tenant early access to the Premise upon execution of the Lease Agreement (“Early Access”) for the purpose of installing Tenant’s personal items, furniture, trade fixtures and equipment so long as tenant’s access does not delay substantial completion of the TI’s being constructed by Landlord.

Lease Commencement Date:
TBD, subject to the delivery of the Premises to Tenant including the completion of Landlord’s Work.

Rent Commencement Date:
Upon the Lease Commencement Date, however Landlord grants Tenant free rent for the first two (2) months of the term.

Operating Expenses:
Annual increases in Operating expenses shall be passed through to Tenant on a proportionate share based upon the 2020 Base Year expenses.

Tenant Improvements:
Landlord agrees to provide a tenant improvement package per attached Exhibit “C” (TBD) defining Landlord’s Work, at its sole cost and expense with no contribution from Tenant. Tenant shall be responsible for the installation of any furniture, personal property, trade fixtures, and any computer, phone/internet and communication service cabling.

Security Deposit:
None

Prepaid Rent:
Upon lease execution, Tenant shall provide the payment of first month’s rent ($8,122.50)

Parking:
Tenant shall have the non-exclusive use of parking provided by Landlord in compliance with City Parking Codes of 1 stall/335 square feet for on-grade parking; first come first serve basis.

Signage:
Tenant shall have the right to the building’s standard identification in the main Building lobby and in the
elevator lobby on the 4th Floor and entrance door signage associated with the Premises at Landlord’s sole cost and expense.

**Life Safety:**

Landlord shall be solely responsible for all installation, maintenance and upgrades required to run the Life Safety Systems in the Building and the Premises during the term of the lease and any extensions thereof.

**Building Hours:**

Monday through Friday 8:00 AM until 6:00 PM; except Building Holidays. Tenant shall have 24/7/365 access to the Premises. The Building security card access is triggered at 7:00 AM to open and 7:00 PM to close. Surveillance camera’s operated 24 hours per day on all entrances and exits on the ground level.

**Miller Ream Hall:**

Tenant shall have the right to reserve the Miller Ream Hall off the lobby free of charge and pursuant to the same reservation rights as shared by all tenants of the Building. Tenant shall have the right to reserve the Miller Ream Hall with up to a sixty-(60) days’ notice.

**Legal/Code Requirements:**

Not withstanding the pass through of annual operating increases to Tenant, Landlord shall at the commencement of the lease and during the lease term, at Landlord’s sole cost and expense, be responsible for placing and keeping the Building, the premises, the common areas, the parking areas, and all Building systems in compliance with all governmental regulations, codes, rules, laws, including Title 24, seismic and environmental codes and the Americans with Disabilities Act.

**Brokerage:**

Tenant and Landlord hereby represent that they have not engaged any other real estate broker and no commission or finder’s fees are due other than to The Berube Company Inc., as Landlord’s exclusive Broker.

The terms described in this letter are for discussion purposes only. This letter is not a lease agreement or contract to lease, and the parties acknowledge that they have not set forth the essential terms of a Lease. The parties hereto shall not be bound by the terms of this letter, and no liabilities or obligations shall arise pursuant hereto, it being intended that only a Lease Agreement, if duly executed by both parties, will bind the parties on any matter described herein. Until such time, neither party is estopped from now or in the future discussing matters to be included or deleted from such documents or from
changing their position on any issue or making any decision regarding this negotiation, including termination of discussion, and either party is free to continue to examine this possible transaction or any other tenancy situation for the same spaces which may now exist or arise in the future at this Building.

Should the above terms and conditions be acceptable, then please acknowledge by signing in the area provided below. Upon receipt, then Borel Estate Company LP will proceed in the preparation of a draft Lease Agreement for review. In the interim, let me know if you have any additional questions or requests that your team may have.

Sincerely,

Michael Berube, CRX, CLS, RPA

cc. Chonita Cleary, RPA

AGREED AND APPROVED:

By: ___________________________ Date: ___________________

Its: ___________________________
FSLRR Advisory Committee Agenda Report

Date: November 12, 2019

To: San Mateo County Flood and Sea Level Rise Resiliency Advisory Committee

From: Larry Patterson, Interim CEO

Subject: Authorize Recruitment of Senior Accountant

RECOMMENDATION:

That the Advisory Committee authorize recruitment of a Senior Accountant to assist with the set up of the accounting system and to provide the expertise necessary to operate the financial systems of the San Mateo County Flood and Sea Level Rise Resiliency District (“District”).

BACKGROUND:

At its September meeting the Advisory Committee deferred recruitment of a Senior Accountant until a permanent Chief Executive Officer (CEO) for the District was hired. The logic was that this position would be extremely important to the organization and would work closely with the new CEO. At that time, staff was investigating contracting with either the City of San Carlos or the City of Redwood City. Ultimately, neither city had the capacity at this time to provide the needed financial services and act as the District’s fiscal agent.

Subsequently, the San Mateo County Controller graciously agreed to provide the needed fiscal infrastructure and oversite through FY 2020-21 with the provision that the Department of Public Works act as the fiscal agent. The San Mateo County Public Works Department and the Interim CEO are working with the Controller’s Office to set up the financial accounting systems.

DISCUSSION

Staff recommends that the Advisory Committee authorize the recruitment of the Senior Accountant for the District given the urgent need for the accounting skills, the extremely short amount of time until the District begins its independent functioning effective January 1, 2020, and the time it will take to recruit someone with the necessary skills.

This position will initially be hired by the County of San Mateo and will be transferred to the District once formal action is taken by the Board of Directors to accept the transfer of employees in January 2020. AB 825 requires an “ordinance setting forth rules, regulations,
standards, and procedures for the appointment, suspension, and termination employment”. Thus, the transfer of employees should be accompanied by such an ordinance enacted by the Board of Directors.

**FISCAL IMPACT:**

Staff estimates that the annual salary range for a Senior Accountant based on comparable positions in other agencies will range from $101,000 to $120,500, plus benefits. There is sufficient funding in the FY 2019-20 Adopted Public Works’ Enhanced Flood Program to fund this position until such time is it transferred to the District.

**ATTACHMENTS:**

1. JobSpecification for Senior Accountant
Sample Job Specification
ACCOUNTING MANAGER/SENIOR ACCOUNTANT

DEFINITION
To manage, direct, coordinate and participate in the District's general accounting and payroll functions; to provide internal accounting and budgetary controls; to coordinate the annual audits; to provide highly technical staff assistance to the Finance Director; and to do related work as required.

SUPERVISION RECEIVED AND EXERCISED
General direction is provided by the Finance Director.

Exercises direct supervision over professional and technical personnel.

EXAMPLES OF DUTIES - Depending upon assignment, duties may include, but are not limited to, the following:

Recommend goals and objectives; assist in the development of and implement policies, and procedures relating to accounting, auditing, budgeting and payroll activities.

Plan, assign, schedule, and review the work of assigned personnel.

Direct the technical accounting aspects of the preparation and processing of accounts payable, accounts receivable and payroll.

Establish and maintain journals, ledgers and supporting financial records; supervise the maintenance of the General Ledger; supervise the recording of all revenue, encumbrances and disbursements.

Develop and administer accounting and budget control systems as necessary to comply with accounting procedures, laws, ordinance and other regulations.

Review, develop and modify accounting methods and internal auditing controls to improve effectiveness of existing procedures, and to insure conformance with existing policies.

Act as primary liaison for annual District audit; prepare and provide supporting documentation; ensure that audit is scheduled and completed in a timely manner.

Assist in coordinating and monitoring the District's Capital Improvement Program including controlling project expenditures, establishing new projects and closing completed projects; research and recommend new financing methods; prepare project reports as needed.

Provide historical and current analytical and statistical data necessary in the preparation of the District's annual budget.

Reconcile the annual budget to ensure internal balancing and total reconciliation between estimated revenues and proposed expenditures.
Monitor the District's budget; identify discrepancies and unfavorable trends; recommend preventative measures.

Participate in recommending the appointment of, training, motivating, and evaluating personnel; participate in establishing and monitoring employee performance objectives; prepare and present employee performance reviews; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures; recommend employee terminations.

Provide professional, technical accounting and budget advice to District staff; coordinate activities with other divisions and departments; assist in special projects as assigned.

**QUALIFICATIONS**

*Knowledge of:*

- Principles, methods and practices of municipal finance, budgeting, accounting and fiscal operations and record keeping.
- General, municipal and Special District accounting and auditing principles and practices.
- Principles of supervision, training and performance evaluation.
- Principles of financial administration, including budgeting and reporting.
- Applicable laws, regulations, public finance and fiscal operations.
- Organization, procedures and operating details of the Department.
- Modern office practices, procedures, methods and equipment.

*Ability to:*

- Analyze and interpret financial and accounting records; examine, prepare and verify financial statements, reports and documents.
- Prepare complex financial statements, reports and analyses.
- Develop and implement modified and new accounting procedures and systems.
- Supervise, train and evaluate assigned personnel.
- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Interpret and apply rules and regulations regarding accounting and auditing practices.

*Experience and Training Guidelines*

Any combination of experience and training that would likely provide the required knowledge and abilities would be qualifying. A typical way to obtain the knowledge and abilities would be.

*Experience:*
Five years of increasingly responsible experience in accounting or auditing work, including two years in a supervisory capacity.

**Training:**

Equivalent to a Bachelor’s degree from an accredited college or university with major coursework in accounting, business administration, or related field.

**ADA Special Requirement:** Essential duties require the following physical abilities and work environment:

Ability to work in standard office environment.
FSLRR Advisory Committee Agenda Report

Date: November 12, 2019
To: San Mateo County Flood and Sea Level Rise Resiliency Advisory Committee
From: Larry Patterson, Interim CEO
Subject: Review Proposed Updates and Revisions to the Joint Powers Agreement Creating the San Francisquito Creek Joint Powers Authority

RECOMMENDATION:

That the Advisory Committee review and provide comments on the proposed updates and revisions to the Joint Powers Agreement Creating the San Francisquito Creek Joint Powers Authority.

BACKGROUND:

San Francisquito Creek ("Creek") forms the boundary between San Mateo and Santa Clara Counties, as well as a portion of the city limits of Palo Alto, East Palo Alto and Menlo Park and has a history of flooding within the three cities. During the February 1998 El Niño event, record flooding caused millions of dollars’ worth of damages in Palo Alto, East Palo Alto and Menlo Park. More than 1,100 homes were flooded in Palo Alto, and Highway 101 was closed, as were numerous other roadways.

The San Francisquito Creek Joint Powers Authority ("SFCJPA") was formed between the cities of Palo Alto, East Palo Alto and Menlo Park together with the San Mateo County Flood Control District ("District"), and the Santa Clara Valley Water District through a Joint Powers Agreement ("JPA Agreement") to address issues regarding the Creek after the 1998 storm event. The SFCJPA and its member agencies have been working cooperatively to implement projects and conduct work to provide flood protection. The JPA Agreement was executed in 1999 and, since then, has not been amended.

DISCUSSION:

Because the JPA Agreement has not been modified since it was executed, the SFCJPA Executive Director is recommending that updates and revisions to the JPA Agreement be considered and approved by the SFCJPA Board of Directors ("SFCJPA Board") before the member agencies execute the document.
The SFCJPA Executive Director prepared Agenda Item 5 for the October 24, 2019 SFCJPA Board meeting, which was subsequently canceled. This item included the Executive Director’s Report highlighting specific modifications with attachments that included a memorandum from the SFCJPA’s legal counsel and the proposed updates and revisions to the JPA Agreement, copies of which are attached hereto and incorporated by this reference.

As outlined in the SFCJPA Executive Director Report, the proposed updates and revisions to the JPA Agreement include legal updates and substantive revisions intended to better reflect the SFCJPA’s operations. The Executive Director Report highlighted the following proposed updates/revisions:

1. The five original purposes are consolidated into four that better reflect the focus of this agency:
   
   1) Protect communities and agencies from losses resulting from storms, tides and projected sea level rise in and around the San Francisquito Creek watershed and floodplain and nearby areas of the San Francisco Bay shoreline.
   
   2) Within these areas, create recreational opportunities and utilize a watershed approach to maintain, restore, and enhance the environment.
   
   3) Provide emergency response agencies, other agencies, and the general public with regional information that enhances their ability to communicate about and respond to threats.
   
   4) Secure and administer financial and staff resources in a transparent manner to implement these purposes.

2. New text to explicitly express the SFCJPA’s ability to establish financing districts and issue bonds or other forms of indebtedness; to acquire property by purchase, gift, leases or eminent domain and to hold, own, manage, maintain and dispose of such property; and to hire staff and legal counsel.

3. A statement that SFCJPA approval of projects is subject to securing sufficient funding, and needed property rights and regulatory permits, rather than approval of every member agency governing body.

4. New text that allows for the addition of new member agencies with the concurrence of all existing member agencies, and deletes references to Associate Members.

The SFCJPA Executive Director has requested that your Board provide comments regarding the proposed updates and revisions to the JPA Agreement. The SFCJPA Board is not a signatory to the JPA Agreement, but would approve the revisions before a revised JPA Agreement would be considered by the governing bodies of the Member Agencies.
The next SFJPA Board meeting is November 14, 2019. Your representative to that meeting may be asked to report on comments to the proposed revised JPA Agreement. Moreover, it is anticipated that, in January 2020, the new independent Board of Directors will be asked to execute a revised JPA Agreement and appoint one director and one alternate director to serve on the SFCJPA Board of Directors.

**FISCAL IMPACT**

There is no fiscal impact.

**ATTACHMENTS:**

1.) San Francisquito Creek Joint Powers Authority October 24, 2019 Board Meeting Agenda Item 5, Executive Director’s Report with the following attachments:

   a.) Memorandum from RWG Law dated October 21, 2019, Joint Powers Agreement Amendments

   b.) Draft Potential Updates and Revisions to the Joint Powers Agreement Creating the San Francisquito Creek Joint Powers Authority
With the help of Kevin Murray, Tess Byler, and Miyko Harris-Parker, I am pleased to submit the following:

a. **Discuss potential updates and revisions to the May 18, 1999 Joint Powers Agreement that created the SFCJPA**

This is a discussion item to reintroduce the topic; no action will be taken.

As discussed at previous Board meetings this year, we should consider this agenda item at this time because one of the SFCJPA’s five member agencies will soon be officially reconstituted. With the enactment of California Assembly Bill 825 in mid-September, as of January 1, 2020 the sixty-year old San Mateo County Flood Control District will become the San Mateo County Flood and Sea Level Rise Resiliency District. As described by this emerging District’s interim CEO at the May 23, 2019 SFCJPA Board meeting, it will have an expanded mission and new and expanded Board of Directors who should authorize it as a new signatory to the SFCJPA’s founding Joint Powers Agreement (“Agreement”).

The founding SFCJPA Agreement has not been updated or revised since it was approved over twenty years ago. Since that time, there have been updates to laws, guidelines, and standards that should be included within the agency’s governing agreement, and oversights within our Agreement that should be corrected. As described in the enclosed memo, the SFCJPA general counsel suggests changes that include designating a Member Agency whose restrictions on the exercise of its powers will apply to the SFCJPA, making explicit certain SFCJPA powers that we hold but were not called out in the original Agreement, and having the Board designate an officer or employee to oversee finances of the SFCJPA.

At the time the Agreement was developed, it was assumed that the SFCJPA would only make recommendations to, and coordinate the actions of, its member agencies. Thus, there was no discussion in the Agreement of the SFCJPA hiring its own staff or legal counsel, or developing capital projects. Therefore, we propose to take advantage of this opportunity to update the Agreement (as shown in tracked changes on the enclosed) to match the purposes and powers enumerated in our foundational agreement with our current and potential activities.

While, at this Board meeting, we intend to go through the proposed changes shown on the enclosed Agreement, there are four proposed changes worth highlighting here:

1. The five original purposes are consolidated into four that better reflect the focus of this agency:
   1) Protect communities and agencies from losses resulting from storms, tides and projected sea level rise in and around the San Francisquito Creek watershed and floodplain and nearby areas of the San Francisco Bay shoreline.
   2) Within these areas, create recreational opportunities and utilize a watershed approach to maintain, restore, and enhance the environment.
   3) Provide emergency response agencies, other agencies, and the general public with regional information that enhances their ability to communicate about and respond to threats.
   4) Secure and administer financial and staff resources in a transparent manner to implement these purposes.

2. New text to explicitly express the SFCJPA’s ability to establish financing districts and issue bonds or other forms of indebtedness; to acquire property by purchase, gift, leases or eminent domain and to hold, own, manage, maintain and dispose of such property; and to hire staff and legal counsel.

3. A statement that SFCJPA approval of projects is subject to securing sufficient funding, and needed property rights and regulatory permits, rather than approval of every member agency governing body.

4. New text that allows for the addition of new member agencies with the concurrence of all existing member agencies, and deletes references to Associate Members.
At SFCJPA Board retreats in August 2011, December 2013, and October 2016, we looked at the Joint Powers Agreement and the SFCJPA’s short-term and long-term objectives and resources. While there was recognition at those meetings that our purposes were outdated, the need to secure funding for, and complete the design, permitting, and construction of our capital projects delayed deciding on revisions to the Agreement that we might propose to the governing bodies of all five member agencies.

Today, although the level of our activities has not abated with a focus on projects upstream of Highway 101 and along the Bay, we do find ourselves in a situation where the Agreement should be updated within a few months. While the governing boards of the five SFCJPA member agencies, and not the SFCJPA itself, are party to our founding Agreement, any updates to it should first go to the SFCJPA Board for its concurrence and direction, and then taken to member agency governing bodies.

Thus, at the October 24 meeting I am bringing this item to the SFCJPA Board to reintroduce the topic. After getting Board feedback and direction, I plan to quickly send an updated version of the Agreement to staff at each member agency for their input prior to the next SFCJPA Board meeting on November 14 at 2:30 p.m. in East Palo Alto. At that November 14 meeting, I plan to seek final Board input and support for sending an updated version to our five member agencies with a request that each agency to place it on an upcoming agenda of its governing board. My objective for this process is to secure approval of all five member agency governing boards before the SFCJPA’s January 23, 2020 meeting.

Enclosures:
1) Memo from legal counsel
2) Draft updated and revised Joint Powers Agreement with tracked changes

Submitted by:  
Len Materman  
Executive Director
MEMORANDUM

TO: Chair and Members of the Board, San Francisquito Creek Joint Powers Authority

CC: Len Materman, Executive Director

FROM: Greg Stepanicich, General Counsel
        Trisha Ortiz, Assistant General Counsel

DATE: October 21, 2019

SUBJECT: Joint Powers Agreement Amendments

As part of the Authority’s process of updating the current Joint Powers Agreement, dated as of May 18, 1999 (the “Agreement”), the Executive Director has recommended revisions to the Agreement to better reflect Authority’s current operations. In addition, we have identified the following additional amendments for the Board’s consideration:

1. The Joint Exercise of Powers Act, being California Government Code Sections 6500 et seq. (the “Act”), provides that the powers of a joint powers authority are the common powers of its members in performing the purposes of the authority. Section 6509 of the Act provides a method for determining the state law restrictions that will apply to the manner of exercising these powers. Specifically, the joint powers agreement must designate one of the parties whose restrictions on the exercise of powers will apply to the authority. If a general law city is designated under Section 6509, the state law limitations on the exercise of the powers of a general law city will apply. For example, state law imposes specific requirements on the power of a general law city to perform construction contracts. These requirements would apply to a joint powers authority which has designated a general law city member as its designated party under Section 6509.

Section 1 of the Agreement acknowledges the requirements of Section 6509 but does not actually designate one of the members of the Authority. Typically, it is most clear cut to use a general law city as the designated party since such limitations generally are well-known and are intended to apply to a wide range of cities. For this reason, we recommend that either East Palo Alto or Menlo Park be the designated member for the applicable restrictions on the manner of exercising the powers of the Authority.
2. In the section regarding the powers of the Authority, we recommend adding language clarifying that the Authority may: (i) exercise all of the powers common to the member entities and any additional powers granted by state law, (ii) establish financing and issue bonds, and (iii) exercise all powers related to the acquisition, ownership and disposition of real and personal property.

3. The Act requires the Authority to designate one of its officers or employees to perform all acts required by Section 6505 of the Act (regarding an annual audit), Section 6505.2 of the Act (regarding charge of and access to property), and 6505.5 (regarding the depository and custodian of money). We recommend adding a paragraph in the section regarding the administration of funds, to fulfill these requirements.

Finally, we have also identified a number of minor changes that will remove or consolidate unnecessary or overlapping language in the Agreement.
AGENDA ITEM 5.a.

DRAFT POTENTIAL UPDATES AND REVISIONS

(Underline text represents additions, strikethrough text represents deletions)

JOINT POWERS AGREEMENT

CREATING THE

SAN FRANCISQUITO CREEK

JOINT POWERS AUTHORITY

Dated
as of

May 18, 1999

Amended and Restated
as of

January 22, 2020
## JOINT POWERS AGREEMENT

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SAN FRANCISQUITO CREEK
JOINT POWERS AGREEMENT

This Agreement is made by and among the City of Menlo Park, the City of Palo Alto, the City of East Palo Alto, the Santa Clara Valley Water District, and the San Mateo County Flood Control and Sea Level Rise Resiliency District ("Member Entities"), all of which are public entities organized and operating under the laws of the State of California and each of which is a public agency as defined in California Government Code section 6500.

RECITALS

A. The Joint Exercise of Powers Act, being California Government Code sections 6500-6515, et. seq. (the “JPA Law”) permits two or more local public entities by agreement to jointly exercise any power common to them, authorizes the Member Entities to enter in this San Francisquito Creek Joint Powers Agreement ("Agreement").

B. Following years of effort to address environmental and flooding concerns related to the watershed and floodplain of San Francisquito Creek (encompassing approximately 50 square miles from the Santa Cruz Mountains to San Francisco Bay), and soon after the flood of record in 1998 damaged approximately 1,700 properties, the Member Entities established the San Francisquito Creek Joint Powers Authority pursuant to that certain “Joint Exercise Agreement Creating the San Francisquito Creek Joint Powers Authority”, dated as of May 18, 1999, to collectively contribute resources and implement policies and projects of mutual interest relating to the primary natural features that unite them: San Francisquito Creek (“Creek”) and the San Francisco Bay shoreline. Each Member Entity desires to join together with the other Member Entities for the primary purpose of managing the joint contribution of services and providing policy direction on issues of mutual concern relating to the San Francisquito Creek (“Creek”), including bank stabilization, channel clearing and other Creek maintenance, planning of flood control measures, preserving and enhancing environmental values and instream uses, and emergency response coordination.

C. The governing board of each Member Entity has determined that it is in the Member Entity’s best interest and in the public interest that this Amended and Restated Agreement be executed to reflect the current roles and responsibilities of the Authority and its Member Entities, including the change on January 1, 2020 of the San Mateo County Flood Control District to the San Mateo County Flood and Sea Level Rise Resiliency District, and that it is participating as a member of the public entity created by this Agreement.

NOW, THEREFORE, the Member Entities, by, between and among themselves, in consideration of the mutual benefits, promises, and agreements set forth below, hereby agree as follows:

1. CREATION OF THE SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY. Pursuant to Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) (as amended from time to time, the “JPA Law”), the Member Entities create a public agency, separate and apart from the Member Entities to be known as the San Francisquito Creek Joint Powers Authority (the “Authority”). Pursuant to Government Code section 6508.1, the debts, liabilities, and obligations of the Authority shall not
constitute debts, liabilities, or obligations of any party to this Agreement. A Member Entity may separately contract for or assume responsibility for specific debts, liabilities, or obligations of the Authority. The Authority shall require indemnification on behalf of itself and its members as determined by its Board of Directors from entities with which it enters into agreements. For purposes of, and to the extent required by, Government Code section 6509, in exercising its powers, the Authority shall be subject to the restrictions upon the manner of exercising the powers of the City of Menlo Park, city or county Member Entity specified in this Agreement except as otherwise authorized or permitted by the JPA Law.

2. **PURPOSES.** This Agreement is entered into by Member Entities under the JPA Law for the following purposes:

   a. Protect communities and agencies from losses resulting from storms, tides and projected sea level rise in and around the San Francisquito Creek watershed and floodplain and nearby areas of the San Francisco Bay shoreline. To facilitate and perform bank stabilization, channel clearing and other Creek maintenance.

   b. Within these areas, create recreational opportunities and utilize a watershed approach to maintain, restore, and enhance the environment. To plan flood control measures for the San Francisquito Creek watershed.

   c. Provide emergency response agencies, other agencies, and the general public with regional information that enhances their ability to communicate about and respond to threats. To take actions necessary to preserve and enhance environmental values and instream uses of San Francisquito Creek.

   d. Secure and administer financial and staff resources in a transparent manner to implement these purposes. To coordinate emergency mitigation and response activities relating to San Francisquito Creek.

   e. To make recommendations to Member Entities for funding and alternatives for long term flood control for Member Entity consideration.

3. **DEFINITIONS.** In this Agreement unless the context otherwise requires:

   a. “Administrative Cost” means the amount charged to each Member Entity by the Authority for the Authority’s general operating costs and expenses.

   b. “Authority” means the San Francisquito Creek Joint Powers Authority.

   c. “Board” or “Board of Directors” means and is the governing body of the Authority constituted as set forth in Paragraph 10 of this Agreement.

   d. “JPA Law” means Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, as amended from time to time.

   e. “Member Entity” means and shall include each public agency (as defined in Section 6500 of the JPA law), which is a party to this Agreement.

   f. “Creek” means and is the San Francisquito Creek.
3. **PARTIES TO AGREEMENT.** Each Member Entity certifies that it intends to and does contract with every other Member Entity which is a signatory to this Agreement. Each Member Entity also certifies that the deletion of any Member Entity from this Agreement does not affect this Agreement nor each Member Entity’s intent to contract with the Member Entities then remaining.

4. **TERM OF AGREEMENT.** This Agreement became effective as of May 18, 1999, and continues in full force until terminated in accordance with Paragraph 17.

5. **POWERS OF THE AUTHORITY.** The Authority shall have all powers common to the Member Entities and such additional powers granted to it by law. The Authority through its Board of Directors is authorized, in its own name and subject to the limitations set forth below, to do all acts necessary to fulfill the purposes of this Agreement referred to in Paragraph 2 including, but not limited to, each of the following:

   a. Make and enter into contracts;

   b. Incur debts, liabilities, and obligations, provided that no debt, liability, or obligation of the Authority shall be a debt, liability, or obligation of a Member Entity except as separately agreed to by a Member Entity;

   c. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;

   d. Sue and be sued in its own name;

   e. Contract with independent consultants and/or contractors;

   f. Receive, collect, and disburse monies;

   g. Establish financing districts and issue bonds and issue other forms and evidence of indebtedness and grant security interests, as provided by law; Carry out other duties as required to accomplish other responsibilities as set forth in this Agreement;

   h. Acquire, real and personal property (including partial interests therein), including a public capital improvement, by purchase, gift, leases or eminent domain and to hold, own, manage, maintain and dispose of such property;

   i. Hire staff, and assign, delegate, or contract with a Member Entity or third party to perform any of the duties of the Board including, but not limited to, acting as administrator for the Authority; and

   j. Exercise all other powers and carry out other duties as necessary and proper to carry out the provisions of this Agreement.

   These powers shall be exercised in the manner provided by applicable law and as expressly set forth in this Agreement.

7. **MEMBER ENTITY APPROVALS AND RESPONSIBILITIES.** Each Member Entity has the approval authority, obligations and responsibilities set forth in this Agreement. No
action of the Authority shall be effective or binding unless and until such action has been approved in accordance with Paragraph 11.e by the Authority Board of Directors consistent with a budget approved by independent action of each Member Entity’s governing body.

6. PROJECT PARTICIPATION APPROVAL AUTHORITY. Member Entities shall have the right to determine independently whether to participate in any capital improvement project. Authority approval of its No- capital improvement project shall be subject to it securing sufficient funding, as well as the necessary property rights and regulatory permits, approved by the Authority unless and until Member Entities sufficient to fund the project fully have approved the project by independent action of each Member Entity’s governing body.

7. MEMBERSHIP. New Member Entities may be added to the Authority by amending this Agreement, as described in Paragraph 20; and Member Entities may withdraw or be expelled, as described in Paragraphs 15 and 16.

a. Voting Members. All Member Entities shall be Voting Members.

b. Associate Membership.

(1) Nonprofit corporations and academic and charitable organizations located or operating within the jurisdictional limits of a Member Entity shall be eligible to join the Authority as Associate Members, subject to the approval of the Board of Directors.

(2) Associate Members shall be entitled to attend all meetings of the Board of Directors and participate in discussion of all items of business but shall not be entitled to vote or participate in formal debate of a motion on the floor. Further, no representative of an Associate Member may become an officer or director of the Authority.

(3) For purposes of this Agreement, only Voting Members shall be referred to as “Member Entities.”

8. BOARD OF DIRECTORS.

a. Directors. There shall be a Board of Directors to govern the affairs of the Authority. The Board shall be comprised of one director, and one alternate director, from each Member Entity. Each director has one vote. An alternate director may cast a vote or participate in a closed session as a member of the Board of Directors only in the absence of the director from that same Member Entity. Each director and alternate director shall be a member of the governing body of the Member Entity, and each director shall be designated by its governing board of the respective Member Entity. The alternate directors shall be appointed by the Director designated by a Member Entity in the absence of designation of the alternates by that Member Entity.

b. Compensation. Directors and alternate directors are not entitled to compensation. The Board may authorize reimbursement of expenses incurred by directors or alternate directors.
c. **Powers.** The powers of the Board are each of the powers of the Authority not specifically reserved to the Member Entities by this Agreement. The Member Entities retain the following powers:

- (1) The designation of the Board of Directors as specified in Paragraph § 10;
- (2) Approval of an amendment to this Agreement as specified in Paragraph 20 23;
- (3) Approval of actions pursuant to Paragraph 7, above;
- (4) Approval of the Member Entity’s annual contribution to the operating budget of the Authority as specified in Paragraph 12 14.

9. **BOARD MEMBERS.**

a. **Meetings.** The Board shall hold at least one regular meeting each year, at which time the Board shall elect its officers as appropriate to comply with Paragraph 10 12. The Board shall fix the date, hour, and place at which each regular meeting is to be held. To the extent practicable, each Board meeting shall be held in Northern Santa Clara County or Southern San Mateo County. The Chair presides at all meetings. A special meeting may be called upon written request by the Chair or at least a majority one-third of Board members.

b. **Brown Act.** Each regular, adjourned regular, or special meeting of the Board shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Sections 54950, et seq., of the Government Code).

c. **Minutes.** The Clerk or Secretary shall draft minutes of each regular and special meeting of the Board, which shall be considered for approval by the Board at an upcoming regular meeting. As soon as possible after each meeting, the Secretary shall have a copy of those minutes forwarded to each member of the Board.

d. **Quorum.** No business may be transacted by the Board without a quorum of members of the Board being present except that less than a quorum may adjourn from time to time. A quorum consists of a majority of the members of the Board.

e. **Action of Board.** Any action of the Board shall require a vote of a majority of the voting members of the Board.

10. **OFFICERS.**

a. **Officers.** The officers of the Authority are the Chair, Vice-Chair, and Secretary.
b. **Election/Term/Duties.** The officers shall be elected or appointed by the Board at its first meeting of the year, unless that is delayed by an action of the Board. The term of office for Chair, Vice-Chair, and Secretary will be determined by a vote of the Board, is one year. The officers shall assume the duties of their offices upon formation of the Authority or as appropriate. If either the Chair, Vice-Chair, or Secretary ceases to be a member of the Board, the resulting vacancy shall be filled at the next regular meeting of the Board held after the vacancy occurs.

c. **Compensation.** Officers are not entitled to compensation. The Board may authorize reimbursement of expenses incurred by officers.

d. **Appointment/Contract.** The Board may appoint such officers and may hire or contract with such persons or firms as it considers necessary to carry out the purposes of this Agreement, including the appointment of a general counsel for the Authority, and other legal counsel to advise or represent the Authority, as appropriate.

11. **FISCAL YEAR.** The first fiscal year of the Authority is July 1, 1999, through June 30, 2000. Each subsequent fiscal year of the Authority shall begin on July 1st and end on June 30th.

12. **BUDGET.** The Board shall adopt an annual operating budget, which shall be separate from the Authority capital projects budget. The operating budget which shall include the proposed contribution by each Member Entity’s proposed contribution for the fiscal year and may include other sources of income. The operating budget shall not be effective unless and until it is approved by the governing body of each Member Entity that has approved that Member Entity’s a contribution to the budget. Member Entity contributions shall become immediately due and payable to the Authority upon adoption of the budget, unless expressly provided otherwise in the budget.

13. **ANNUAL AUDIT AND AUDIT REPORTS.** The Board shall cause an annual financial audit to be made by an independent certified public accountant with respect to all Authority receipts, disbursements, other transactions, and entries into the books. A report of the financial audit shall be filed as a public record with each Member Entity. The audit shall be filed no later than required by State law. The Authority shall pay the cost of the financial audit from its annual operating budget and charge the cost against the Member Entities in the same manner as other administrative costs.

14. **ESTABLISHMENT AND ADMINISTRATION OF FUNDS.**

a. **Accountability.** The Authority is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It shall comply with every provision of law relating to the establishment and administration of funds, particularly Section 6505 of the California Government Code. The funds shall be accounted for on a full accrual basis.

b. **Investment/Disbursement.** The Authority shall receive and disburse funds only in accordance with policies and procedures established by the Board and in conformity with applicable law.
c. Insurance/Bond. The Authority shall require the Board to procure, carry, and maintain, in full force and effect at all times during the term of this Agreement, errors and omissions insurance and or a fidelity bonds as deemed appropriate to protect the Authority, its members of the Board, officers, employees and agents.

d. Depository and Auditor Controller Fiscal Agent. The Board Authority shall designate one of its officers or employees to perform all acts required by Government Code Sections 6505 (regarding an annual audit), 6505.1 (regarding charge of and access to property), and 6505.5 (regarding the depository and custodian of money), a fiscal agent who shall be responsible for the administration of all funds and accounts. The fiscal agent may be one of the Member Entities or an officer or employee of one of the Member Entities, subject to the approval of the selected Member Entity.

17. ADMINISTRATIVE COST. In connection with preparation of the Annual Budget pursuant to Paragraph 14, above, the Board may establish the Administrative Costs of the Authority, if any, for each fiscal year and shall propose a formula for allocating these Administrative Costs among Member Entities for each fiscal year, which shall be approved by the Member Entities as a part of the budget.

15. WITHDRAWAL. Member Entities may withdraw from the Authority for subsequent fiscal years by providing written notice to the Authority and each Member Entity on or before May 1 of any fiscal year. Withdrawal shall be effective on July 1 of the next fiscal year. This shall be the exclusive means by which a Member Entity may withdraw from the Authority. Any Member Entity that withdraws shall remain liable for any budget contributions or capital improvement project participation approved before withdrawal. Any Member Entity that withdraws shall remain liable for any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage, or any other loss caused by or arising out of that party’s performance or failure to perform the obligations assumed before the Member Entity withdraws from this Agreement. Any Member Entity that withdraws shall remain subject to the provisions of Paragraph 22 25 with respect to any event or occurrence taking place before the Member Entity withdraws.

16. EXPULSION. The Authority may expel a Member Entity from the Authority by a four-fifths (4/5) three-fourths (3/4) vote of the Board of Directors for a breach of this Agreement determined by the Board to be a material breach. Any Member Entity that has been expelled pursuant to this paragraph shall have no further liability or obligation pursuant to this Agreement after the effective date of such expulsion; except such Member Entity shall remain liable for any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage, or any other loss caused by or arising out of that party’s performance or failure to perform the obligations assumed before the Member Entity was expelled. Any Member Entity that has been expelled shall remain subject to the provisions of Paragraph 22 25 with respect to any event or occurrence taking place before the Member Entity was expelled.

17. TERMINATION AND DISTRIBUTION.

a. Termination. This Agreement shall continue until terminated. This Agreement may be terminated by the written consent of four-fifths (4/5) two-thirds (2/3) of the Member Entities; provided, however, this Agreement and the Authority shall continue to exist
after termination for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the obligation and affairs of the authority.

b. Surplus. In the event that the Authority is terminated after completion of the Authority's purposes, any surplus money on deposit in any fund or account of the Authority shall be returned in proportion to the contributions made as required by Section 6512 of the California Government Code. The Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority.

18. NOTICES. Notices to each Member Entity under this Agreement are sufficient if mailed to its respective address on file with the Authority.

19. PROHIBITION AGAINST ASSIGNMENT. No Member Entity may assign a right, claim, or interest it may have under this Agreement, and any such assignment shall be void. No creditor, assignee, or third-party beneficiary of a Member Entity has a right, claim, or title to any part, share, interest, fund, or asset of the Authority.

20. AMENDMENTS. This Agreement may be amended by approval of the Authority Board and approval by each and every Member Entity of the Authority acting through its governing body. A proposed amendment must be submitted to each Member Entity at least thirty (30) days in advance of the date when the Member Entity considers it. An amendment is to be effective immediately unless otherwise designated.

21. SEVERABILITY. If a portion, term, condition, or provision of this Agreement is determined by a court to be illegal or in conflict with the law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions is not affected.

22. LIABILITY OF THE AUTHORITY; RELEASE AND INDEMNITY. Funds of the Authority may be used to defend, indemnify, and hold harmless the Authority, any Member Entity, any member of the Board, and officer, and staff member of the Authority for their actions taken within the scope of their duties while acting on behalf of the Authority. The parties to this Agreement release each other and agree to hold each other harmless, as well as their officers and employees, for any loss or liability arising from their respective activities pursuant to this Agreement. Except as otherwise provided herein, each party agrees to indemnify, defend and hold harmless the other parties, their officers, agents, and employees from any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage, or any other loss caused by or arising out of that party’s performance or failure to perform the obligations assumed under this Agreement. Each Member Entity agrees that legal counsel for any Member Entity may be designated by the Board to represent the Authority by performing legal services, including litigation, and that any potential conflict of interest arising from such representation shall be deemed waived by the Authority and Member Entity, unless an actual adverse relationship exists between the Member Entity and the Authority with respect to the particular matter. The designation of legal counsel from a Member Entity shall be with the approval of that Member Entity.

23. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
24. **COUNTERPART.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one instrument.

25. **AGREEMENT COMPLETE.** The foregoing constitutes the full and complete Agreement of the Member Entities. There are no oral understandings or agreements not set forth in writing herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

DATED: _________________, 2020  
CITY OF MENLO PARK

By: ________________________________  
Mayor

ATTEST:

By: ________________________________  
City Clerk

DATED: _________________, 2020  
CITY OF PALO ALTO

By: ________________________________  
Mayor

ATTEST:

By: ________________________________  
City Clerk

DATED: _________________, 2020  
CITY OF EAST PALO ALTO

By: ________________________________  
Mayor

ATTEST:

By: ________________________________  
City Clerk
DATED: _________________, 2020
SANTA CLARA VALLEY WATER DISTRICT

By: ________________________________
(Signature)

________________________________
(Print Title)

ATTEST:

By: ________________________________
Secretary

DATED: _________________, 2020
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY CONTROL DISTRICT

By: ________________________________
Board Chair

ATTEST:

By: ________________________________
Secretary
FSLRR Advisory Committee Agenda Report

Date: November 12, 2019

To: San Mateo County Flood and Sea Level Rise Resiliency Advisory Committee

From: Larry Patterson, Interim CEO

Subject: Transfer of Flood Control District and Flood Resiliency Programs, Fund Balances, Contracts and Existing Bond Obligations to the San Mateo County Flood and Sea Level Rise District

RECOMMENDATION:

That the Advisory Committee accept this report for informational purposes. No action is required.

BACKGROUND:

On September 12, 2012, Governor Newsom signed into law Assembly Bill 825 ("AB 825"), which renamed the San Mateo County Flood Control District as the San Mateo County Flood and Sea Level Rise Resiliency District ("District"), changed the governing structure to an independent Board of Directors, and expanded its powers to specifically include "addressing and protecting against the impacts of sea level rise." AB 825 takes effect January 1, 2020.

The District is not a new legal entity. However, certain administrative actions will be required as a result of the shift to an independent Board of Directors, including the transfer of assets, liabilities, and obligations currently in the name of the San Mateo County Flood Control District, the Enhanced Flood Program, and the County of San Mateo ("County"). This includes formalizing the transfer of land assets, vendor contracts, MOUs, bond debt, property tax revenues, and fund balances. It also includes the transfer of employees, specifically, a Principle Civil Engineer (Program Manager), Associate Engineer, Senior Accountant (to be hired), and Administrative Assistant.

DISCUSSION:

A list of assets and obligations being transferred to the District will be presented to the Board of Directors in January 2020. Moreover, during the next 30 days, the County will be sending letters to existing vendors and contractors informing them that their contracts will be transferred to the District effective January 1, 2020.
Services provided to the San Mateo County Flood Control District and/or the Enhanced Flood Program through December 31, 2019 will be paid with existing San Mateo County Flood Control District or County funds, while services provided after January 1, 2020 must be paid by the District. The Department of Public Works (“Public Works”) recommends withholding ten percent (10%) of the FY 2019-20 budgeted reserve for each sub-zone within the San Mateo County Flood Control District to pay invoices and obligations for work performed through December 31, 2019. Remaining flood control sub-zone fund balances will be transferred to the District, subject to approval by the District Board and the County. Public Works will also investigate the possibility of making an early payment on bond debts in December 2019 (due in January) to avoid potential delays due to establishment of the new financial system and transfer of funds.

The Board of Directors will also be asked to take formal action to accept the transfer of employees in January 2020. AB 825 requires an “ordinance setting forth rules, regulations, standards, and procedures for the appointment, suspension, and termination employment”. Thus, the transfer of employees should be accompanied by such an ordinance enacted by the Board of Directors.

**FISCAL IMPACT**

The total fiscal impact of the above administrative actions is currently unknown. However, as discussed above, Public Works recommends retaining ten percent (10%) of each San Mateo County Flood Control District budgeted sub-zone reserves to pay for services rendered on or before December 31, 2019, which is estimated to be $2,255,346. The remaining fund balance for each sub-zone will be transferred effective June 30, 2020. Separately, the County will also be transferring its FY 2019-20 contribution of $750,000 and $500,000 in District 1 Specific Measure K funding to the new District in January 2020.

**ATTACHMENTS:**

None
FSLRR Advisory Committee Agenda Report

Date: November 12, 2019

To: San Mateo County Flood and Sea Level Rise Resiliency Advisory Committee

From: Larry Patterson, Interim CEO

Subject: Master Agreement with the County of San Mateo for Engineering, Finance and Administration, and County Counsel Services

RECOMMENDATION:

That the Advisory Committee accept this report for informational purposes. No action is required.

BACKGROUND:

On September 12, 2012, Governor Newsom signed into law Assembly Bill 825 ("AB 825"), which renamed the San Mateo County Flood Control District as the San Mateo County Flood and Sea Level Rise Resiliency District ("District"), changed the governing structure to an independent Board of Directors, and expanded its powers to specifically include “addressing and protecting against the impacts of sea level rise”. AB 825 takes effect January 1, 2020.

To facilitate the continued operations and maintenance of the District sub-zones and help facilitate the District’s transition to an independent Board of Directors, the District will need to enter into a master services agreement with the County of San Mateo ("County") to leverage the County’s staffing resources, vendor contracts and subject-area expertise. The term of the master agreement should extend through the District’s start-up period until it is able to secure long-term funding sufficient to support its day-to-day operations and fund project implementation. The interim CEO, the San Mateo County Controller’s Office, County Counsel, Office of Sustainability, and the Department of Public Works are working together to draft the master agreement.

DISCUSSION:

The master agreement will fully indemnify the County and hold it harmless in the performance of these services identified in the master agreement. Those services will include the following:

Fiscal Services: For a period of at least 18-months (i.e., until June 30, 2021), the Department of Public Works will act as the fiscal agent for the District in the processing of payments and
receipts under the guidance of the Controller’s Office. During this time period, the Controller has agreed to issue checks for the District. As a condition of this service, the District has agreed to comply with the County’s procurement and financial policies and procedures.

**Engineering Services:** The Department of Public Works will provide engineering services on a time and materials basis and includes:

- The management and operation of the flood control district sub-zones and supporting services, including but not limited to: general administration of the flood control zones; inspection and maintenance of existing flood control zone flood facilities; design, construction, permitting, and administration for flood control zone capital improvement projects; and collection of countywide stormwater compliance program fees (NPDES fees) on behalf of C/CAG and Pacifica Stormwater fees on behalf of the City of Pacifica. These engineering services related to the flood control zones will be reimbursed by the zones.
- Miscellaneous technical support services including engineering and environmental support, for the District’s general operations as needed.

**Administrative Services:** The Department of Public Works will also provide limited administrative support to the District, oversee the acquisition of goods and services in compliance with the County’s procurement requirements, and process reimbursements for services provided on behalf of the District until such time as the District develops procurement policies and can assume these responsibilities. The Office of Sustainability will also be developing a communication plan and outreach program to engage and inform stakeholders and community members.

**Legal Services:** The County Counsel’s Office will provide the District general legal advice and representation in litigation matters, as requested by the District. These legal services will be billed on an hourly basis and subject to a separate retention agreement, of which the initial term will be for one year.

The master agreement will be presented to the County of San Mateo’s Board of Supervisors in December 2019 and a final agreement will be provided to the District Board of Directors for approval in January 2020.

**FISCAL IMPACT**

The fiscal impact of the master services agreement is currently unknown. However, the interim CEO is working with the various County departments to develop an estimated budget for services provided. Services will be funded by revenues received from County and city contributions, District 1 Specific Measure K funds ($500,000), and/or property tax revenues from flood control district sub-zones. Estimated revenues are sufficient to support this agreement.
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 1st day of March, 2019 by and between the South Bayside Waste Management Authority hereinafter “SBWMA”, and S. Groner Associates, Inc. hereinafter “Consultant”.

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

A. That SBWMA desires to engage Consultant to render certain professional services in the SBWMA jurisdictions;
B. That Consultant is qualified to provide such services to the SBWMA; and
C. That SBWMA has elected to engage the services of Consultant upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

1. Services
   The services to be performed by Consultant under this Agreement shall be to Redesign RethinkWaste’s Website as outlined in Exhibit A.

   Performance of the work specified above is hereby made an obligation of Consultant under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of said Parties.

2. Term of Agreement
   Said services shall commence on execution and shall continue for completion of tasks within one year (12 month period). The term of the Agreement may be extended upon written agreement by both parties. Agreement can be terminated by either party with written thirty (30) day notice.

3. Compensation
   Payment under this Agreement shall be as per Exhibit A, not to exceed $54,996.00
   Invoices for payment shall be submitted monthly to SBWMA and shall be contain the information shown in Exhibit B hereto.

4. Authorization and Termination
   This Agreement becomes effective when endorsed by both Parties in the space provided below.

5. Reliance of Professional Skill of Consultant
   Consultant represents that it has the necessary professional skills to perform the services required and SBWMA shall rely on such skills of the Consultant to do and perform the work.

6. Relationship to Parties
   It is understood that the relationship of Consultant to SBWMA is that of an independent contractor and all persons working for or under the direction of Consultant are its agents or employees and not agents or employees of the SBWMA.

7. Nonassignment
   This Agreement is not assignable either in whole or in part.
8. **Amendments**  
This Agreement may be amended or modified only by written agreement signed by both Parties.

9. **Validity**  
The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

10. **Government Law/Litigation**  
This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the Parties hereto over the terms or performance of this agreement the prevailing party shall be entitled to reasonable attorneys fees and costs.

11. **Mediation**  
Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement, and each Party shall bear its own legal costs. Mediation shall occur within 30 days of notice by either party, and if it does not occur within that period of time a legal action shall be permitted to be filed.

12. **Entire Agreement**  
This Agreement, including Exhibit A, comprises the entire Agreement.

13. **Indemnity**  
Consultant shall defend, indemnify and hold SBWMA and its officers, employees and agents harmless from any and all claims, damages, losses and expenses related to or as a result of intentional or negligent acts for which Consultant or its agents and employees are responsible.

14. **Insurance**  
Consultant shall not commence work under this Agreement until all insurance required under this Paragraph has been obtained. Consultant shall furnish SBWMA with certificates of insurance evidencing the required coverage. The insurance shall be with a carrier that is licensed and in good standing in the State of California, and has an A.M. Best Co. rating of A/5 or better. The SBWMA will be named as additional insured in the policy. These certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the SBWMA office of any pending change in the limits of liability or of any cancellation or modification of the policy.

   a. **Worker’s Compensation and Employer’s Liability Insurance**  
   Consultant shall have in effect during the entire life of this Agreement Worker’s Compensation and Employer’s Liability Insurance providing full statutory coverage. In signing this Agreement, Consultant makes the following certification, required by Section 1861 of the California Labor Code:

   "I am aware of the provisions of Section 37900 of the California Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

   b. **Liability Insurance**  
   Consultant shall take out and maintain during the life of this Agreement such bodily injury and property damage liability insurance as shall insure the Consultant and SBWMA, its employees,
officers and member entities 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 due to consultant's negligence or willful misconduct for property damage which may arise from Consultant's work under this Agreement, whether such work be by Consultant or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be One Million and no/100 Dollars ($1,000,000.00) combined single limit bodily injury and property damage for each occurrence.

15. Notice
All notices required by this Agreement shall be given to SBWMA and Consultant in writing, by email or by first class mail, postage prepaid, addressed as follows:

SBWMA: South Bayside Waste Management Authority
610 Elm Street, Suite 202
San Carlos, CA 94070
Phone: (650) 802-3500
Fax: (650) 802-3501

Consultant: S. Groner and Associates
Stephen Groner
100 W. Broadway
Suite 290
Long Beach, CA
Phone: 510-224-5086
Email: sgroner@sga-inc.net

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized in that behalf.

SBWMA
BY: ________________________________
Joe La Mariana, Executive Director, SBWMA

DATED: ________________________, 2019

APPROVED AS TO FORM:
______________________________
Jean Savaree, SBWMA ATTORNEY

DATED: ________________________, 2019

CONSULTANT:

BY: ________________________________
Stephen Groner, President

DATED: ________________________, 2019

NOTICE TO PROCEED

BY: ________________________________
Cyndi Urman, Board Secretary

DATED: ________________________, 2019
RethinkWaste Website Redesign

Over the years, S. Groner Associates, Inc. (SGA) has helped several government entities transform their static websites to content-rich destinations and personal user experience portals. We have designed, launched, and supported more than 35 distinct digital marketing campaigns and mobile optimized and responsive websites for our clients. While the objectives of each organization may be different, the goals are all the same: develop websites that are more streamlined, citizen-centric, mobile-friendly, and less likely to grow obsolete in a few years.

For this task order, SGA will focus on redesigning RethinkWaste’s existing website using the following principles:
- User-friendly, public-facing look and feel
- Natural (not municipal) tone of voice
- Responsive design that adapts to visitors using smartphones and tablets

STRATEGY AND TASKS:
Our approach to redesigning RethinkWaste’s website will be completed in several phases. Every phase will be executed and reviewed in collaboration with RethinkWaste staff to ensure the new website fulfills the program’s requirements.

PHASE 1: RESEARCH & STRATEGY
SGA will conduct a comprehensive audit of RethinkWaste’s website and prepare a list of preliminary questions for RethinkWaste staff. In collaboration with RethinkWaste’s IT staff, we will make sure that the redesigned website meet all technical requirements.

SGA will collaborate with RethinkWaste staff to create a strategic plan to include a creative brief, comprehensive work plan, and timeline. The creative brief will memorialize the collective understanding of both SGA and RethinkWaste staff and will serve as a reference point throughout each phase. The comprehensive work plan and timeline will guide the SGA team on the website progress and development.

During this phase, we will finalize the desired user experience, the approved CMS platform, webpage hosting, and any new graphics.
PHASE 2: ARCHITECTURE
The next phase consists of building out the architecture of RethinkWaste's site. This is where we nail down the navigation. We will spend considerable time outlining the basic web architecture: determine how many pages the website should have, how they should connect to one another, and how the main and secondary navigations will work.

We will also consider the user experience in determining the layout of the new website. We will develop a revised site map detailing the hierarchical representation of the site and all of its levels and pages.

Once we have a solid site map structure, we will develop wireframes for each page. The wireframes and sitemap will be the website's blueprints and provide SGA with a skeletal structure of the content flow and page layout.

PHASE 3: DESIGN
Once the wireframe has been approved, we can then design mockups of the websites. These mockups will not only show the order of all the components but also the accurate colors, shapes, and exact placement of the components, in relation to each other. These mockups will help us organize project details and find errors early on.

During this phase, SGA will also create web graphics and build the asset library making sure the digital assets conform to the organization's branding, any existing style guides, color palettes, and graphic design preferences.

PHASE 4: CONTENT MIGRATION/SITE CREATION
To make the content migration process smoother and easier, SGA will lay out a solid foundation with the following steps:

1. Analyze RethinkWaste's Content
   a. Take Inventory
      Before commencing on the migration process, we will make a list of every kind of content including file types, hyperlinks, metadata etc., on RethinkWaste's website.
   b. Strategize the migration
      We will take the content inventory and devise a strategy for moving it to the new platform. We will analyze the current sitemap as well the site's Google Analytics account to determine which of the current pages are frequented
the most and which are rarely or never viewed. We would also review events such as clicks on outbound links, PDF downloads, and form submissions to determine the most and least popular.

2. **Cleanup RethinkWaste’s Content**

   SGA will create a content strategy that will lay the foundation for the information architecture for the new design.

   a. **Map out the Metadata**

      We will categorize and tag the content while migrating it and keep track of how the content is linked to different sections of RethinkWaste’s website.

   b. **Create redirects to avoid breaking bookmarks or embedded links.**

      While moving content to a new CMS, we will create 301 redirects for old URLs to the corresponding content asset in the new system.

3. **Migrate The Content**

   Because we are recommending a manual migration, we will develop a workflow that will break down every step required to take an existing piece of content and turning it into a new piece of content on the new platform. The workflow will include steps like entering metadata, page titles, etc.

SGA will begin building the new website using the WordPress Content Management System (CMS). The WordPress CMS will give RethinkWaste staff the ability to easily make updates, additions, and modifications to the site without having to know web coding.

**PHASE 5: TEST AND FINALIZE**

SGA will use a staging site where we would put together a functional dress rehearsal of the final website to test the functionality and address any bugs or glitches. The staging site will also be used to check browser compatibility, test ADA compliance, and test the mobile responsiveness of the site on a desktop, tablet, and mobile platforms. SGA will conduct a comprehensive series of tests and reviews to ensure the accuracy of all links, forms, etc.

**PHASE 6: LAUNCH AND POST-LAUNCH**

At this point, we would have established the website hosting and can migrate the redesigned website from the staging server to a live environment. Any last minute changes and tweaks to the website before it goes live will be made at this stage.
Training on how to use the content management system (CMS) is provided so that RethinkWaste staff can be self-sufficient. Ongoing management of the website and technical support will also be provided.

DELIIVERABLES:

PHASE 1 DELIVERABLES: RESEARCH & STRATEGY
- Creative Brief
- Content Strategy
- Work Plan

PHASE 2 DELIVERABLES: ARCHITECTURE
- Revised Sitemap
- New Wireframe

PHASE 3 DELIVERABLES: DESIGN
- 3 Homepage Mockups
- Final Homepage and Internal Page Designs
- Asset Library
- Graphic Elements
- Style Guide

PHASE 4 DELIVERABLES: CONTENT MIGRATION/SITE CREATION
- Migrated content from current to the new site
- New WordPress Content Management System
- Working Test Site

PHASE 5 DELIVERABLES: TEST AND FINALIZE
- Redesigned, responsive website

PHASE 6 DELIVERABLES: LAUNCH AND POST-LAUNCH
- Live site
- Website user manual
- Client Training
- As-needed help and assistance through the life of the contract
SCHEDULE AND COMPENSATION:

DELIVERABLE TIMELINE
Approximately 5 months (timeline can shift depending on review and approval process)

BUDGET
The budget is listed in the table below.

<table>
<thead>
<tr>
<th>REDESIGNED RethinkWaste WEBSITE</th>
<th>PROPOSED COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1: Research and Strategy</td>
<td>$3,184</td>
</tr>
<tr>
<td>Phase 2: Architecture</td>
<td>$3,140</td>
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<tr>
<td>Phase 3: Design</td>
<td>$9,080</td>
</tr>
<tr>
<td>Phase 4: Content Migration/Site Creation</td>
<td>$14,808</td>
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<tr>
<td>Phase 5: Test And Finalize</td>
<td>$4,824</td>
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<tr>
<td>Phase 6: Launch And Post-Launch</td>
<td>$8,838</td>
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<tr>
<td>Weekly and Monthly Meetings</td>
<td>$3,928</td>
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<tr>
<td>Miscellaneous Costs</td>
<td>$2,194</td>
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<td>Contingency Fee</td>
<td>$5,000</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$54,996</strong>*</td>
</tr>
</tbody>
</table>

* SGA will bill on a time and materials basis
PROJECT TIMELINE

<table>
<thead>
<tr>
<th>Phase 1 - Research &amp; Strategy (2-3 Weeks)</th>
<th>Activities</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Client Knowledge Transfer</td>
<td>Creative Brief</td>
</tr>
<tr>
<td></td>
<td>Website Analytics Review</td>
<td>Create Content Strategy</td>
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<td></td>
<td>Requirements Analysis</td>
<td>Work Plan</td>
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</table>

<table>
<thead>
<tr>
<th>Phase 2 - Architecture (2-3 Weeks)</th>
<th>Activities</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Selecting Website Templates</td>
<td>Revised Sitemap</td>
</tr>
<tr>
<td></td>
<td>Review Site Architecture</td>
<td>New Wireframe</td>
</tr>
<tr>
<td></td>
<td>Technical &amp; Design Requirements</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phase 3 - Design (3-4 Weeks)</th>
<th>Activities</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Mockups</td>
<td>Homepage and Internal Page Designs</td>
</tr>
<tr>
<td></td>
<td>Develop graphic elements</td>
<td>Asset Library</td>
</tr>
<tr>
<td></td>
<td>Develop Style Guide</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phase 4 - Content Migration/Creation (5-7 Weeks)</th>
<th>Activities</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Create Content Inventory</td>
<td>Migrated Content</td>
</tr>
<tr>
<td></td>
<td>Develop and Implement Migration Strategy</td>
<td>New CMS</td>
</tr>
<tr>
<td></td>
<td>Coding of Website</td>
<td>Working Test Site</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phase 5 - Test and Finalize (2 Weeks)</th>
<th>Activities</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Develop and Test Website Features and Interactivity</td>
<td>Redesigned Website</td>
</tr>
<tr>
<td></td>
<td>Test and Verify Links and Functionality, 301 Redirects</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Final Cross-Browser Checks</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phase 6 - Launch and Post Launch (2 Weeks)</th>
<th>Activities</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Hosting/Vendor Coordination</td>
<td>Live Site</td>
</tr>
<tr>
<td></td>
<td>Push Site Live/ Hard Launch</td>
<td>Website User Manual</td>
</tr>
<tr>
<td></td>
<td>Technical &amp; Design Requirements</td>
<td>Client Training and as-needed Help and Assistance through life of contract</td>
</tr>
<tr>
<td>PROPOSED STAFF</td>
<td>Suzi Senna</td>
<td>Sasha Pfeuffer</td>
</tr>
<tr>
<td>------------------------</td>
<td>------------</td>
<td>----------------</td>
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<tr>
<td>JOB FUNCTION</td>
<td>Project</td>
<td>Project</td>
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<tr>
<td></td>
<td>Manager</td>
<td>Specialist</td>
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<td></td>
<td>$150.00</td>
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<tr>
<td>DELIVERABLES</td>
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<tr>
<td></td>
<td>HOURS</td>
<td>HOURS</td>
</tr>
<tr>
<td>PHASE 1: RESEARCH/STRATEGY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-project strategy planning</td>
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<tr>
<td>Kick off meeting with Rethink Waste</td>
<td>6</td>
<td>6</td>
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<tr>
<td>Develop detailed work plan and content strategy</td>
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<tr>
<td>Subtotal</td>
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<td>$244</td>
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<tr>
<td>PHASE 2: WEBSITE ARCHITECTURE</td>
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<tr>
<td>Review and analyze website architecture</td>
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<tr>
<td>Review technical and design requirements</td>
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<tr>
<td>Review and revise sitemap</td>
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<td>5</td>
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<tr>
<td>Develop wireframes</td>
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<td>2</td>
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<tr>
<td>Subtotal</td>
<td>$2,100</td>
<td>$0</td>
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<tr>
<td>PHASE 3: DESIGN</td>
<td></td>
<td></td>
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<tr>
<td>Develop homepage and internal templated page design mockups (3 concepts for home page, once selected, all other page designs will be based on that design)</td>
<td>6</td>
<td>24</td>
</tr>
<tr>
<td>Develop graphic elements</td>
<td>4</td>
<td>20</td>
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<tr>
<td>Develop style guide and asset library</td>
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<tr>
<td>Subtotal</td>
<td>$1,800</td>
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<tr>
<td>PHASE 4: CONTENT MIGRATION AND CREATION</td>
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<td></td>
</tr>
<tr>
<td>Create content inventory</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Develop and implement content migration strategy</td>
<td>6</td>
<td>2</td>
</tr>
<tr>
<td>MapOut metadata</td>
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<tr>
<td>Implement Wordpress CMS</td>
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<tr>
<td>Code website including integration of plugins and interactive components</td>
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<td>Subtotal</td>
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<td>$488</td>
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<td>PHASE 5: TEST AND FINALIZE</td>
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<tr>
<td>Develop and test website features and interactivity</td>
<td>6</td>
<td>4</td>
</tr>
<tr>
<td>Test and Verify Links and Functionality, 301 Redirects</td>
<td>4</td>
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<tr>
<td>Final Cross-Browser Checks</td>
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<tr>
<td>Subtotal</td>
<td>$1,800</td>
<td>$1,464</td>
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<tr>
<td>PHASE 6: LAUNCH AND POST LAUNCH</td>
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<td></td>
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<tr>
<td>Push Site Live/ Hard Launch</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>Hosting/Vendor Coordination</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Live Site or File Handoff</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Website User Manual/Client Training/Maintenance Allowance through the end of the contract</td>
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<td>4</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$5,100</td>
<td>$488</td>
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<tr>
<td>WEEKLY AND MONTHLY MEETINGS</td>
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<td>Conference calls, invoices, administrative duties</td>
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<td>4</td>
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<tr>
<td>Subtotal</td>
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<td>$488</td>
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<tr>
<td>OTHER COSTS</td>
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<tr>
<td>Paid plugin costs for the first year (client to handle annual costs after 1st year)</td>
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<td></td>
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<tr>
<td>Stock Images (up to 20 images)</td>
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<tr>
<td>Copywriting/Content Development</td>
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<tr>
<td>Subtotal</td>
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<td>$0</td>
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<tr>
<td>10% Contingency Budget</td>
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<td>Total</td>
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</tbody>
</table>
EXHIBIT B (Sample Invoice)

Items highlighted yellow must be included on the invoice for approval format of invoice is just a sample.

INVOICE

Your Company Name
Address
City State Zip
Phone Number

Date:
Project Number:
Invoice Number:

RethinkWaste
Attn: Project Manager
610 Elm Street, Suite 202
San Carlos, CA 94070

SBWMA Project: Project Title  Purchase Order Number: PO Number
Invoice for Professional Services from 1/1/15 to 1/31/15

<table>
<thead>
<tr>
<th>TASK 1 TITLE/Description</th>
<th>Professional Personnel:</th>
<th>Hours:</th>
<th>Rate:</th>
<th>Amount:</th>
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<td></td>
<td>John Doe</td>
<td>1.5</td>
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<tr>
<td></td>
<td>Jane Smith</td>
<td>1.0</td>
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<td></td>
<td>TOTALS:</td>
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<td>$400.00</td>
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TOTAL THIS TASK: $400

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<thead>
<tr>
<th>TASK 2 TITLE/Description</th>
<th>Professional Personnel:</th>
<th>Hours:</th>
<th>Rate:</th>
<th>Amount:</th>
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<tbody>
<tr>
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TOTAL THIS TASK: $600.00

TOTAL THIS INVOICE $1,000.00

BILLING LIMITS:

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<tr>
<th>Total Contract Amount</th>
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<tr>
<td>Prior Invoices</td>
<td>0%</td>
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<tr>
<td>Current Contract Balance</td>
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<tr>
<td>This Invoice</td>
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<tr>
<td>Contract Balance</td>
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</table>