

AGREEMENT NUMBER SFBC-P-17-12
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

San Francisco Bay Conservation and Development Commission

CONTRACTOR'S NAME

Contra Costa County, Department of Conservation and Development

2. The term of this Agreement is: October 16, 2017 through January 31, 2019
 Or upon full execution of contract



3. The maximum amount of this Agreement is: \$ 10,000.00
 Ten Thousand Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C* – General Terms and Conditions	GTC 04/2017
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Contra Costa County, Department of Conservation and Development		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING John Kopchik, Director		
ADDRESS 30 Muir Road Martinez, CA 94553		
STATE OF CALIFORNIA		
AGENCY NAME San Francisco Bay Conservation and Development Commission		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Lawrence J. Goldzband, Executive Director		<input checked="" type="checkbox"/> Exempt per: SCM 4.04 A.5.
ADDRESS 455 Golden Gate Avenue, Suite 10600, San Francisco, CA 94102-7019		

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide to San Francisco Bay Conservation and Development Commission (BCDC or State) support and participation in the Eastern Contra Costa sea level rise vulnerability assessment and adaptation planning efforts.
2. The services shall be provided during working hours, Monday through Friday, except State observed holidays.
3. The project representatives during the term of this agreement will be:

State Agency: San Francisco Bay Conservation and Development Commission	Contractor: Contra Costa County, Department of Conservation and Development
Name: Adam Fullerton	Name: Jody London, Sustainability Coordinator
Phone: 415-352-3629	Phone: 925-674-7871
Email: adam.fullerton@bccdc.ca.gov	Email: jody.london@dcd.cccounty.us

4. Contra Costa County (County) will support BCDC as BCDC conducts a sea level rise vulnerability assessment and adaptation planning effort for Eastern Contra Costa County, including the cities of Antioch, Pittsburg, and Oakley and other communities and unincorporated areas that may be affected by sea level rise in Eastern Contra Cost County.

SCOPE OF WORK

The County anticipates its involvement will consist of support for and participation in five stakeholder meetings, as well as review of relevant documents. County staff will assist BCDC with outreach to cities, special districts, communities and key stakeholders in Eastern Contra Costa County and provide institutional knowledge and history. The following County staff is expected to participate:

- **Maureen Toms, Deputy Director, Department of Conservation and Development.** Ms. Toms leads the County's work on economic development, land use and transportation, conservation, solid waste, policy, and long-term planning. Ms. Toms will provide background and historical information, identify stakeholders, and participate in stakeholder convening meetings.
- **Will Nelson, Principal Planner, Department of Conservation and Development.** Mr. Nelson is responsible for long-term planning in Contra Costa County, including updates to the General Plan. Mr. Nelson is familiar with the major development activities that have occurred in Eastern Contra Costa County over the past 20 years. Mr. Nelson will provide background and historical information, and will be able to tie the ART findings to the ongoing update to the County's General Plan.

**EXHIBIT A
(Standard Agreement)**

- **Paul Detjens, Senior Civil Engineer, Contra Costa County Flood Control and Water Conservation District.** Mr. Detjens leads the County's engineering work on flood control and watershed restoration. Mr. Detjens will provide technical assistance and review and participate in stakeholder convening meetings.
- **Jody London, Sustainability Coordinator, Department of Conservation and Development.** Ms. London oversees implementation of the County's *Climate Action Plan*. She brings many years of experience in policy development and implementation. Ms. London will help identify resources and key stakeholders, assist in organizing meetings, and review documents as needed.

It is expected that other Contra Costa County staff will participate less intensively. Participation by these individuals will be an in-kind contribution by the County. These individuals may include:

- Ryan Hernandez, Director, Contra Costa County Water Agency
- John Cunningham, Principal Planner, Land Use and Transportation, Department of Conservation and Development
- Abigail Fateman, Executive Director, Eastern Contra Costa Habitat Conservancy
- Michael Kent, Hazardous Materials Ombudsman, Contra Costa County Health Services
- Ellen Dempsey, Hazardous Materials Inspector, Contra Costa County Health Services
- Deidra Dingman, Principal Planner, Solid Waste and Recycling, Department of Conservation and Development
- Susan Psara, Green Business Program Manager, Contra Costa County Health Services
- Zack Adinoff, Emergency Planning Coordinator, Contra Costa County Sheriff's Office

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein (see Exhibit B, Attachment 1), which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

San Francisco Bay Conservation and Development Commission
Attn: Contracts
455 Golden Gate Avenue, Suite 10600
San Francisco, CA 94102-7019

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT B
(Standard Agreement)**

ATTACHMENT 1

**CONTRA COSTA COUNTY STAFF BUDGET
for
Adapting to Rising Tides – Eastern Contra County**

	Direct Labor	Benefits	Department Overhead	Unit Overhead	Hourly Rate	# of Meetings	# of Hours	TOTAL	Amount Billed to Project
Deputy Director	\$ 72.28	\$ 62.39	\$ 67.34		\$ 202.01	5	6	\$ 6,060.30	\$ 4,000.00
Principal Planner	\$ 59.50	\$ 56.97	\$ 46.59	\$ 93.18	\$ 256.24	5	6	\$ 7,687.20	\$ 3,000.00
Senior Civil Engineer Sustainability Coordinator	\$ 60.60	\$ 29.77	\$ 155.79		\$ 246.16	5	3	\$ 3,692.40	\$ 3,000.00
	IN KIND CONTRIBUTION								
								\$17,439.90	\$ 10,000.00

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. **Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with San Francisco Bay Conservation and Development Commission, Executive Director or his designee within ten (10) days of discovery of the problem. Within ten (10) days, the Executive Director or his designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Executive Director or his designee shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.