

**AGREEMENT BETWEEN THE
SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT
AND [CONTRACTOR] FOR [SERVICES]**

This Agreement is entered into between the San Mateo County Flood and Sea Level Rise Resiliency District, an independent special district ("OneShoreline"), and [NAME OF CONTRACTOR] ("Contractor") (together, the "Parties") effective [DATE] (the "Effective Date").

RECITALS

Pursuant to the San Mateo County Flood Control District Act, as amended in 2019 by Assembly Bill 825, OneShoreline may contract with independent contractors to furnish services to OneShoreline, and OneShoreline wishes to retain Contractor to [SERVICES FURNISHED].

OneShoreline conducted a competitive procurement process for these services and selected Contractor to provide them.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Exhibits.

The following exhibits are attached to this Agreement and incorporated by this reference:

Exhibit A—Scope of Services & Schedule

Exhibit B—Compensation Schedule

Exhibit C—Insurance Requirements

In the event of a conflict between the body of this Agreement and an exhibit, this Agreement controls unless it expressly states otherwise.

2. Scope of Services.

Contractor shall perform services for OneShoreline in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A. Contractor shall perform only those services authorized under Exhibit A ("Services") unless otherwise approved through written amendment. No work for any task within Exhibit A by Contractor shall commence or be billable to OneShoreline without prior written authorization by OneShoreline (a "Notice to Proceed").

3. Commencement of Performance.

Contractor shall not commence the Services until OneShoreline has: (a) executed this Agreement; (b) received the certificates of insurance required by this Agreement; (c) received any other contract documents required prior to commencement; and (d) issued a Notice to Proceed. Execution of this Agreement does not, by itself, authorize Contractor to commence the Services.

4. Changes in Service.

OneShoreline may request changes to the Scope of Services at any time. Contractor shall promptly notify OneShoreline if a requested change is expected to affect the cost, schedule, or level of effort required to perform the Services.

No modification to the Scope of Services, the total compensation payable under this Agreement, or the term of this Agreement shall be effective unless authorized by a written amendment executed by the Parties.

5. Standard of Care.

Contractor represents that it possesses the qualifications, experience, personnel, and professional expertise necessary to perform the Services required under this Agreement. OneShoreline has relied upon this representation in entering this Agreement. Contractor shall perform the Services with the standard of care ordinarily exercised by members of the same profession under similar circumstances at the same time and in the same or similar locality. Contractor shall be responsible for the professional quality, technical accuracy, and coordination of the Services and Deliverables furnished under this Agreement to all recognized applicable professional standards and pursuant to the above stated Standard of Care. Contractor hereby represents and covenants that it shall follow the professional standards used by a competent practitioner in performing all services required hereunder.

Contractor shall, without additional compensation, promptly correct any errors or omissions in the Services that result from Contractor's failure to meet this standard of care set forth in this section. If Contractor fails to correct such deficiencies promptly after written notice from OneShoreline, OneShoreline may, without waiving any other remedy, correct the

deficiencies and deduct the reasonable cost of such correction from amounts otherwise payable to Contractor, or recover such cost from Contractor.

6. Relationship of Parties.

Contractor is an independent contractor and not an officer, employee, partner, joint venture or agent of OneShoreline. Neither Contractor nor its employees, agents, or subcontractors shall be entitled to any compensation, benefits or rights afforded to OneShoreline employees, including retirement, health, dental, vision, life, or disability benefits, worker's compensation, unemployment insurance, paid leave or any right under OneShoreline's personnel rules, policies, or any memorandum of understandings. Contractor personnel acquire no rights, privileges, powers, or advantages of OneShoreline employment and no civil service or merit system rights.

Except as OneShoreline may specify in writing, Contractor has no authority, express or implied, to act on behalf of OneShoreline in any capacity, as an agent or otherwise, or to bind OneShoreline or its directors, officers, agents, or employees to any obligation. Contractor retains full control over the employment, compensation, and discharge of its personnel, and is solely responsible for all matters relating to its employees and agents, including applicable laws and regulations governing employee taxes, withholding, and benefits.

7. Assignability and Subcontracting.

Contractor shall not assign this Agreement nor any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement, except as expressly authorized in Exhibit A or approved in writing by OneShoreline. Any assignment or subcontract without OneShoreline's authorization shall give OneShoreline the right to automatically and immediately terminate this Agreement without penalty or advance notice.

If Contractor subcontracts any portion of the Services, Contractor remains fully responsible to OneShoreline for the subcontractor's acts and omissions to the same extent Contractor is responsible for the acts and omissions of persons it employs directly.

Nothing in this Agreement creates a contractual relationship between OneShoreline and any subcontractor, or makes a subcontractor, or any other party, a third-party beneficiary of this Agreement. A new subcontractor may be substituted for a previously approved subcontractor only if the original subcontractor is unavailable, unwilling, or unable to perform, and OneShoreline approves the replacement in writing.

Subcontractors identified and approved in accordance with Exhibit A are deemed approved for purposes of this Section as of the Effective Date; any subsequent addition or replacement of a subconsultant remains subject to this Section.

8. Compensation.

OneShoreline shall compensate Contractor for satisfactory performance of the Services in accordance with the Compensation Schedule attached as Exhibit B.

OneShoreline may withhold payment under any of the following circumstances: (a) Contractor has made a misrepresentation of a substantial and material nature with respect to information furnished to OneShoreline; (b) Contractor has taken an action requiring OneShoreline's approval without first obtaining that approval; (c) Contractor is in default under this Agreement; or (d) OneShoreline has requested, but not received, required reports, data, audits, or other information from Contractor.

In no event shall OneShoreline's total fiscal obligation under this Agreement exceed [AMOUNT] (\$[DOLLAR AMOUNT]) (the "Agreement Maximum Amount").

OneShoreline shall have no obligation to compensate Contractor for services performed outside the Scope of Services or in excess of the Agreement Maximum Amount, unless such services have been authorized through a written amendment to this Agreement.

Payment under this Agreement is subject to the availability of lawfully appropriated funds, and nothing in this Agreement obligates OneShoreline to expend funds in excess of those lawfully available for the Services.

9. Term.

This Agreement shall commence on the Effective Date and shall remain in effect until [EXPIRATION DATE], unless earlier terminated in accordance with this Agreement. The Parties may extend the term of this Agreement by written amendment executed by authorized representatives of both Parties.

10. Termination.

(a) This Agreement may be terminated by Contractor or by OneShoreline at any time, without a requirement of good cause, upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled

to receive payment for Services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the Services completed to the Services required by the Agreement.

(b) OneShoreline may terminate this Agreement or a portion of the Services referenced in the Exhibits based upon the unavailability of Federal, State, or other outside funds, by providing written notice to Contractor as soon as reasonably possible after OneShoreline learns of the unavailability of outside funding. A termination under this subsection (b) shall be treated as a termination for convenience under subsection (a) for purposes of payment.

(c) OneShoreline may also terminate this Agreement for cause, separate from its right to terminate without cause under subsection (a). Before terminating for cause, (i) OneShoreline must give Contractor notice of the alleged breach. Contractor then has ten (10) calendar days after receipt of the notice to cure the breach. If Contractor fails to cure the breach within that period, OneShoreline may immediately terminate this Agreement without further action. (ii) In extreme circumstances, OneShoreline may immediately suspend performance of Services and payment pending resolution of this cure process; OneShoreline has sole discretion, reasonably exercised, to determine what constitutes an extreme circumstance. (iii) If OneShoreline later determines that Contractor was not in material breach, the termination is deemed a termination for convenience under subsection (a), and Contractor shall be compensated accordingly. (iv) If OneShoreline terminates for cause, OneShoreline may deduct from any sums due Contractor the reasonable, documented cost of completing the terminated services, including the reasonable cost of engaging a successor contractor.

(d) Upon termination, Contractor shall immediately cease the terminated Services, deliver to OneShoreline all completed and partially completed Deliverables and other work product, and submit a final invoice for Services satisfactorily performed through the effective date of termination. This section governs the effects of termination arising under Section 11 (Suspension) or Section 12 (Force Majeure) where either Party elects to terminate under those sections.

11. Suspension.

OneShoreline may order Contractor to suspend all or any part of the Services under this Agreement, for the convenience of OneShoreline or for work stoppages beyond the control of OneShoreline or Contractor. Subject to the provisions of this Agreement relating to termination, a suspension of the work does not void this Agreement. In the event that work is suspended for a period exceeding ninety (90) days, the schedule and cost for completion of the work will be adjusted by mutual consent of the Parties.

12. Force Majeure.

Neither Party is liable for a failure or delay in performing its obligations under this Agreement, other than OneShoreline's obligation to pay for Services satisfactorily performed prior to the event, to the extent the failure or delay is caused by a Force Majeure Event, an event beyond the reasonable control of the affected Party, including: fire, flood, earthquake, or other natural disaster; act of God; war, terrorism, or civil unrest; epidemic or pandemic; a change in law or governmental order enacted after the Effective Date that prohibits or materially impairs performance; strikes or labor disputes not caused by the affected Party; or failure or unavailability of utilities, transportation, or third-party services not attributable to the affected Party's fault.

An excuse for non-performance lasts only as long as the event remains beyond the affected Party's reasonable control. Should Contractor fail to perform due to a Force Majeure Event, OneShoreline may suspend its own performance until Contractor resumes. If Contractor's failure to perform continues for more than sixty (60) consecutive calendar days, either Party may terminate this Agreement in accordance with Section 10, or OneShoreline may extend any date designated for Contractor's performance.

This Section does not modify Contractor's obligations regarding indemnification or confidentiality, or Contractor's responsibility for the non-performance of its subcontractors. A Force Majeure Event does not include an increase in the cost of performance or the failure of Contractor's source of supply. A Party seeking relief under this Section shall notify the other Party in writing within five (5) business days after becoming aware of the Force Majeure Event, describing the event, its anticipated effect on performance, and the affected Party's proposed measures to mitigate the delay. A Force Majeure Event does not excuse or waive either Party's obligations that arose before the event.

13. Ownership and Use of Deliverables.

Prior to commencing any work that includes the development of intellectual property as part of a work product, document, data, study, map, photograph, or other material Contractor prepares for OneShoreline under this Agreement (each, a "Deliverable"), Contractor shall identify in writing any pre-existing intellectual property, proprietary software, templates, analytical tools, or methodologies that will be used in performing the Services and that will not become OneShoreline's property.

All Deliverables prepared by Contractor specifically for OneShoreline shall become the property of OneShoreline upon payment for the applicable Services. Contractor retains ownership of its pre-existing intellectual property incorporated into a Deliverable and grants OneShoreline a perpetual, non-exclusive, royalty-free license to use, reproduce, and modify that material solely for OneShoreline's governmental purposes. Contractor may retain copies of the Deliverables and may reuse general knowledge, skills, methodologies, and know-how developed in performing the Services, provided such use does not disclose OneShoreline's confidential information.

Contractor shall defend, indemnify, and hold harmless OneShoreline from and against any loss, cost, or expense arising from a third party's claim that a Deliverable infringes that party's intellectual property rights, except to the extent the claim results from OneShoreline's modification of the Deliverable, or use of the Deliverable outside the purpose for which it was prepared, without Contractor's consent. If this Agreement is terminated or suspended prior to final payment, Contractor grants OneShoreline a limited, non-exclusive license to use partially completed Deliverables solely to continue the project, including through a successor contractor. Contractor is not responsible for any modification to, or use of, a Deliverable made without Contractor's written approval or for a purpose other than that for which it was prepared. The obligations of this Section shall survive the expiration or termination of this Agreement.

14. Confidentiality.

Contractor, in the course of its duties, may have access to non-public information of OneShoreline and of private individuals and employees of OneShoreline, including financial, accounting, statistical, and personal data ("Confidential Information").

Contractor shall use Confidential Information solely for the purposes of performing the Services and shall take reasonable measures to prevent its unauthorized use or disclosure. Contractor shall ensure that its employees, agents, and subcontractors comply with the confidentiality obligations of this Agreement.

Contractor shall not disclose any confidential data, documents, discussion, or other information developed or received by Contractor, or provided for performance of this Agreement, without OneShoreline's written authorization.

Where disclosure is required by law, Contractor shall, to the extent legally permissible, provide OneShoreline with reasonable advance notice sufficient to allow OneShoreline to challenge the disclosure. Any originals or copies of Confidential Information returned to OneShoreline or destroyed by Contractor under this Section shall be accompanied by Contractor's written certification of that return or destruction. Any subcontract entered into as a result of this Agreement shall include the foregoing provisions of this Section.

Upon request, Contractor shall return to OneShoreline or destroy all OneShoreline Confidential Information in Contractor's possession upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement. Contractor may retain one copy of such Confidential Information as required for litigation, legal compliance, or audit purposes, and may retain copies residing in routine electronic backup files that are not readily accessible and cannot practically be deleted, subject in each case to the confidentiality obligations of this Section.

Nothing in this Agreement shall prevent disclosure of information that is: (a) publicly available through no fault of Contractor; (b) lawfully obtained from a third party without restriction; (c) independently developed by Contractor without use of OneShoreline's Confidential Information; or (d) required to be disclosed by law, regulation, court order, or the California Public Records Act.

The Parties acknowledge that OneShoreline is a public agency subject to the California Public Records Act (Government Code Section 7920.000 et seq.). Deliverables and other records Contractor submit to OneShoreline may constitute public records subject to disclosure under that Act, regardless of any confidentiality designation Contractor applies to them, except to the extent a specific statutory exemption applies. The obligations of this Section shall survive in perpetuity.

15. Hold Harmless.

Contractor shall indemnify and hold harmless OneShoreline and its officers, agents, and employees from and against all claims, suits, or actions of every name, kind, and description, including for injuries to or death of any person or damage to any property of any kind arising out of or resulting from this Agreement or the performance of any work or services required of Contractor under this Agreement, including claims caused by the concurrent active or passive negligence of OneShoreline or its officers, agents, or employees.

However, Contractor's duty to indemnify and hold harmless under this Section shall not apply to injuries or damage for which OneShoreline has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty of Contractor to indemnify and hold harmless as set forth by this Section shall include the duty to defend as set forth in Civil Code Section 2778.

In addition to any other remedy authorized by law, OneShoreline may retain as much money due Contractor under this or any other agreement as OneShoreline considers necessary until disposition has been made of any claim for indemnification under this Section. The obligations of this Section shall survive the expiration or termination of this Agreement.

To the extent Contractor's services under this Agreement constitute the practice of a "design professional" as defined in California Civil Code Section 2782.8, Contractor's duty to indemnify and defend shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, notwithstanding any broader indemnity obligation stated elsewhere in this Agreement, consistent with Civil Code Section 2782.8(a). The cost to defend charged to Contractor under this Section shall not exceed Contractor's proportionate percentage of fault, as required by Civil Code Section 2782.8(a); this limitation applies only to the cost to defend and does not narrow the indemnity duty stated above.

16. Insurance.

Contractor shall not commence work under this Agreement until all insurance described in Exhibit C has been obtained and such insurance has been approved by OneShoreline, and shall maintain that insurance in effect throughout the term of this Agreement. In the event of a breach of any insurance requirement described in Exhibit C, including receipt of a notice indicating required coverage will be diminished or cancelled, OneShoreline may immediately declare a material breach of this Agreement and suspend all further work and payment under this Agreement.

17. Payment of Permits/Licenses.

Contractor bears responsibility to obtain and maintain, at its sole expense, all professional licenses, permits, registrations, certifications, and approvals required to perform the Services, except as otherwise specified in Exhibit A. Contractor shall not be entitled to compensation for Services performed without any license, permit, registration, certification, or approval required for such Services.

18. Compliance With Laws.

(a) All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable laws, ordinances, and regulations, including, without limitation: the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder; the Americans with Disabilities Act of 1990, as amended, and the nondiscrimination requirements of 41 C.F.R. 60-741.5(a); if applicable, Section 504 of the Rehabilitation Act of 1973; the California Fair Employment and Housing Act (Government Code Section 12900 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 7285.0 et seq.); and all other applicable Federal, State, and/or local laws prohibiting discrimination on the basis of race, color, national origin, ancestry, age (40 and above), disability (physical or mental, including HIV and AIDS), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy and denial of pregnancy disability leave or reasonable accommodation), medical condition (cancer-related or genetic characteristics), military service, denial of family or medical care leave, or genetic information; all applicable equal opportunity laws and requirements; and all applicable equal benefits laws and requirements, including, without limitation, laws prohibiting discrimination in the provision of equal benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee. Contractor, and any subcontractors, shall not unlawfully discriminate against or harass any person on any of the bases listed above, and shall ensure that the evaluation and treatment of all persons — particularly its employees and applicants for employment — is free from such discrimination and harassment. Contractor shall include this subsection's non-discrimination and anti-harassment obligations in any subcontract entered into under this Agreement, consistent with Section 7's requirements for OneShoreline's approval of subcontracts.

(b) All Services to be performed by Contractor under this Agreement shall additionally comply with appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

(c) Contractor shall timely and accurately complete, sign, and submit all necessary documentation evidencing compliance with the requirements of this section. In addition, Contractor certifies that no finding of discrimination has been issued against Contractor in the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any such finding(s) of discrimination has been issued against Contractor within the past 365 days, Contractor shall provide OneShoreline with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Contractor shall also report to OneShoreline Chief Executive Officer (CEO) the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this section within thirty (30) days of such filing, unless the complaint or

allegation is dismissed within such thirty (30) days. The report shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

(d) Violation of and/or failure to comply with the provisions of this section shall be considered a material breach of the Agreement, subjecting the Agreement to immediate termination at the sole option of OneShoreline and subjecting Contractor to penalties, disqualification from being considered for or being awarded a OneShoreline contract for up to three (3) years, and/or other sanctions.

19. Records, Audit, and Inspection.

(a) Contractor shall maintain all required records relating to services provided under this Agreement for not less than five (5) years from the date of final payment or disposal of all litigation or claims related to this Agreement, whichever is later, or for any longer period required by applicable law or grant requirements. Contractor shall be subject to the examination and/or audit by a Federal grantor agency, the State and/or OneShoreline, at no charge to the requesting party.

(b) Upon reasonable notice, Contractor shall make such records available to OneShoreline and to any federal, state, or other governmental agency having jurisdiction for the purpose of inspection, audit, or verifying compliance with this Agreement.

(c) This section shall be included in any subcontract entered into as a result of this Agreement.

(d) Contractor shall cooperate fully with any audit or review and shall promptly correct any deficiencies identified as a result of such audit that are attributable to Contractor's failure to comply with this Agreement. The obligations of this Section shall survive the expiration or termination of this Agreement.

20. Conflict of Interest and Gifts.

Contractor represents that this Agreement does not create an actual, potential, or apparent financial or organizational conflict of interest. If requested, Contractor's employees shall sign confidentiality or conflict-of-interest agreements, submit to background check requirements, or disclose financial interests, as OneShoreline reasonably requires.

Contractor shall not use or attempt to use its position to influence a OneShoreline decision in which it has reason to know it has a financial interest other than the compensation promised by this Agreement. Contractor, its subcontractors, and their agents shall not offer gifts to OneShoreline officers, employees, agents, or Board members, or engage a third party to do so, whether or not intended to influence award of this or any other contract.

21. Prevailing Wage.

If a task performed under this Agreement is classified as "public work" under California Labor Code Section 1720, that task is subject to state and federal prevailing wage requirements, and Contractor and any subcontractor performing that task must register with the California Department of Industrial Relations as required by law.

22. Claims and Lawsuits.

Contractor acknowledges that submitting a false claim to OneShoreline may subject Contractor to civil penalties and litigation costs under California Government Code Section 12650 et seq. (the False Claims Act), including claims made with deliberate ignorance or reckless disregard of their truth or falsity. Contractor further acknowledges that the filing of a false claim may subject Contractor to administrative debarment, which may prevent Contractor from contracting with OneShoreline in the future. Debarment by another public agency shall constitute grounds for OneShoreline to terminate this Agreement.

23. Merger Clause; Amendments.

This Agreement, including all Exhibits and other attachments incorporated by reference, constitutes the sole Agreement of the Parties with respect to its subject matter and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or other attachment, the provisions of the body of the Agreement shall prevail.

Any prior agreement, promises, negotiations, or representations between the Parties not expressly stated in this Agreement are not binding. All subsequent modifications or amendments of the Agreement shall be in writing and signed by Parties.

24. Severability.

Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain severable and enforceable.

25. Controlling Law; Venue.

This Agreement shall be governed by the laws of the State of California, without regards to its choice of law or conflict of law rules. Venue for any action arising under or relating to this Agreement shall lie exclusively in the Superior Court of the State of California for the County of San Mateo or, where jurisdiction is proper, the United States District Court for the Northern District of California.

26. Notices.

Any notice, request, demand, or other communication required or permitted under this Agreement shall be in writing and given by personal delivery, by established overnight courier, by certified or registered United States mail, postage prepaid, or by email, to the representatives and addresses listed below.

Notice is deemed given: upon receipt, for personal delivery; one (1) business day after deposit, for established overnight courier; three (3) business days after deposit, for certified or registered United States mail; or upon the date and time of transmission, for email, provided that notice received after 5:00 p.m. Pacific Time, or on a day that is not a business day, is deemed given on the next business day.

In the case of Contractor:	In the case of OneShoreline:
Name/Title: [ENTER]	Name/Title: Len Materman, Chief Executive Officer
Address: [ENTER]	Address: 1700 South El Camino Real, Suite 502, San Mateo, CA 94402
Email: [ENTER]	Email: len@oneshoreline.org

A Party may change its designated representative or address for notice by giving written notice to the other Party in accordance with this Section.

27. Non-Waiver of Terms, Rights and Remedies.

OneShoreline's review, approval, acceptance, or payment for any Services or Deliverables shall not constitute a waiver of any right or cause of action arising out of this Agreement, nor a waiver of any subsequent breach of this Agreement, and no delay or omission by OneShoreline in exercising any right, power, or remedy shall operate as a waiver of that right, power, or remedy, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof.

28. Counterparts; Electronic Signatures.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. Signatures transmitted electronically, and electronic signatures that satisfy the requirements of California Government Code section 16.5 or the California Uniform Electronic Transactions Act (Civil Code Section 1633.1 et seq.), shall have the same force and effect as original signatures.

29. Authority to Execute.

Contractor represents and warrants that the person executing this Agreement on its behalf has full authority to bind Contractor to the terms of this Agreement. OneShoreline represents that this Agreement has been authorized and executed in accordance with applicable law and policy.

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

For Contractor:

For OneShoreline:

[NAME], [TITLE]

[DATE]

Len Materman, Chief Executive Officer

[DATE]

Exhibit A – Scope of Services & Schedule

Contractor shall perform the services described below for OneShoreline (the "Services"), in accordance with the terms, conditions, and specifications set forth in this Agreement, in exchange for the payments set forth in Exhibit B.

No work for any task within Exhibit A shall commence or be billable to OneShoreline without OneShoreline's written authorization. Additional services outside those described in this Exhibit must be authorized by OneShoreline's representative prior to the commencement of that work.

Contractor shall perform the Services in accordance with the following schedule and milestones: [SCHEDULE].

Exhibit B – Compensation Schedule

Subject to the terms of the Agreement, OneShoreline shall pay Contractor for the Scope of Services described in Exhibit A based on the following fee schedule and terms:

[FEE SCHEDULE]

[BILLING RATES]

TERMS:

Under no circumstances shall the amount paid by OneShoreline to Contractor exceed the Agreement Maximum Amount. Contractor shall provide OneShoreline with a written itemized invoice that allows OneShoreline to reconcile the work performed. All invoices shall include the agreement number, project location, dates of services, and specified work completed.

Labor Rates and Rate Adjustments. Where compensation is based in whole or in part on hourly billing, Contractor shall bill labor in accordance with the labor classifications and rates set forth in this Exhibit. Labor rates shall remain fixed for the first twelve (12) months of this Agreement. Thereafter, Contractor may request an annual adjustment to billing rates no more than once per year; any such adjustment requires OneShoreline's prior written approval, shall not exceed three percent (3%) per year, shall apply only to Services performed after the effective date of approval, and shall not increase the total amount payable under this Agreement unless separately amended in writing.

Other Direct Costs, Reimbursable Expenses, and Subconsultant Costs. Pre-approved other direct costs shall be reimbursed at actual, documented cost, with no markup, unless otherwise expressly authorized in writing by OneShoreline, and shall be supported by receipts or other reasonable documentation. Unless otherwise identified in this Exhibit, the following are considered overhead and are not reimbursable: routine local travel and commuting; meals; office supplies; computer hardware and software; mobile phones and internet service; general postage; and routine printing, copying, and clerical or administrative support. Subcontractor costs shall be billed at actual invoiced cost with no markup, unless otherwise required by applicable law or expressly authorized in writing by OneShoreline and the applicable grantor agency.

Remit Invoices to:

San Mateo County Flood and Sea Level Rise Resiliency District
1700 South El Camino Real, Suite 502
San Mateo, CA 94402
Email: LDong@OneShoreline.org

Payment will be made within forty-five (45) days of invoice receipt.

Each invoice shall identify, at a minimum: the invoice number and billing period; labor classifications, hours worked, hourly rates, and extended amounts, if applicable; approved reimbursable expenses with supporting documentation, if applicable; a brief summary of the Services performed during the billing period; the cumulative amount previously invoiced; the current amount billed; and the remaining balance under this Agreement. OneShoreline may request additional documentation reasonably necessary to verify charges submitted for payment. If OneShoreline disputes any portion of an invoice, OneShoreline shall notify Contractor of the basis for the dispute within a reasonable time and shall pay the undisputed portion of the invoice while the Parties work in good faith to resolve the disputed amount. Acceptance of payment by Contractor shall not constitute acceptance by OneShoreline of the Services or a waiver of any rights under this Agreement.

Exhibit C – Insurance Requirements

Contractor shall not commence work under this Agreement until all insurance required under this Exhibit has been obtained and such insurance has been approved by OneShoreline. All required insurance shall be issued by companies licensed to do business in California and rated not less than A-VII by A.M. Best. Contractor shall furnish OneShoreline with certificates of insurance evidencing the required coverage. These certificates shall specify or be endorsed to provide that thirty (30) days'

notice must be given, in writing, to OneShoreline of cancellation of a policy, or of a material reduction in coverage under a Professional Liability policy.

During the term of the Agreement, Contractor shall have in effect workers' compensation and employer's liability insurance providing full statutory coverage, as required by Section 1861 and Section 3700 of the California Labor Code.

During the term of the Agreement, Contractor shall take out and maintain such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees, officers, and agents while performing work covered by the Agreement from all claims for damages for bodily injury, including accidental death, as well as all claims for property damage which may arise from Contractor's operations under the Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

Coverage Type	Minimum Limit
Comprehensive General Liability	\$2,000,000
Motor Vehicle Liability	\$1,000,000
Professional Liability	\$1,000,000

OneShoreline and its officers, agents, and employees shall be named as additional insured on the Comprehensive General Liability and Motor Vehicle Liability policies of insurance required by this Exhibit (expressly excluding Professional Liability), which shall also contain a provision that (a) the insurance afforded thereby to OneShoreline and its officers, agents, and employees shall be primary insurance to the full limits of liability of the policy and (b) if OneShoreline or its officers, agents, and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

Comprehensive General Liability coverage shall not be written on a claims-made basis. If Professional Liability coverage is written on a claims-made basis, the retroactive date must precede the Effective Date of the Agreement, and coverage must be maintained for at least seven (7) years after completion of the Services. If the Services involve computer systems, networks, or access to OneShoreline systems or data, Contractor shall additionally maintain Privacy and Network Security (Cyber Liability) insurance and Technology Errors and Omissions insurance, each with limits of not less than \$2,000,000, maintained during the term of the Agreement and for three (3) years thereafter.

To the extent permitted by law and available by endorsement, Contractor shall obtain a waiver of subrogation in favor of OneShoreline under the Workers' Compensation, Commercial General Liability, and Automobile Liability policies required by this Exhibit.

All insurance required by this Exhibit shall be maintained continuously throughout the term of the Agreement and any applicable warranty or completed-operations period required by the policy. OneShoreline reserves the right to review Contractor's insurance coverage during the term of the Agreement to determine compliance with this Exhibit; acceptance of certificates of insurance or endorsements by OneShoreline shall not relieve Contractor of any obligation imposed by this Exhibit. The insurance requirements of this Exhibit shall not be construed to limit Contractor's liability or obligations under the Agreement, including Contractor's duty to indemnify OneShoreline.