

Agreement No. _____

Board Resolution No. _____

**MEASURE K GRANT AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND COASTSIDE CERT**

This Agreement is entered into this 24th day of May 2024 by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Coastside CERT, hereinafter called "Grantee" or "CERT".

* * *

WHEREAS, the Grantee has applied to the County seeking a grant for the purpose of funding the matters set forth in its Project described in Exhibit A (the "Grant");

WHEREAS, the County has approved the grant of certain funds to Grantee pursuant to the terms set forth in this Agreement;

NOW, THEREFORE, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

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

- Exhibit A—Project Description
- Exhibit B—Reporting and Invoicing

2. Grant

County hereby grants to Grantee a sum not to exceed \$510,000.00 in consideration of and on the condition that the sum be expended for the sole purpose of carrying out the objectives of Grantee's Project as identified in Exhibit A, and in no event shall the County's total fiscal obligation under this Agreement exceed this amount. Grantee agrees to assume any obligation to secure and furnish any additional funds that may be necessary to carry out its Project.

Funds granted under this Agreement shall not be disbursed until execution of this Agreement by County and Grantee.

County shall disburse grant funds to Grantee 30 calendar days after receipt of a satisfactory invoice. Invoices should be accompanied by back up documentation where required in the disbursement schedule below (e.g., receipts for professional services rendered, salary and benefits back up, etc.) and submittal of any required summary reports outlined in Exhibits A or B. The County reserves the right to change the disbursement method during the term of this Agreement.

The disbursement schedule is as follows: Please also see Exhibit B.

Payment 1- Award of up to one-third (\$170,000) of the grant upon execution of the Agreement. Thereafter, Grantee shall submit to the County, invoices/receipts showing expenditures and proof, to the satisfaction of the County, of performance measures, timesheets, and activity logs on items funded by Payment 1 grant funds and listed in Exhibit A and/or B, including photographs and use of Measure K logo as approved by the County.

Payment 2- Award of up to one-third (\$170,000) of the grant upon satisfactory submission of the aforementioned documentation showing expenditures of Payment 1 on items funded by the grant. Following the award of Payment 2, Grantee shall submit to the County, invoices/receipts showing expenditures and proof, to the satisfaction of the County, of performance measures, timesheets, and

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activity logs on items funded by Payment 2 grant funds and listed in Exhibit A and/or B, including photographs and use of Measure K logo as approved by the County.

Payment 3- Award of the final one-third (\$170,000) of the grant upon satisfactory submission of the aforementioned documentation showing expenditures of Payment 2 on items funded by the grant. Following the award of Payment 3, Grantee, within 12 months, shall submit to the County invoices/receipts showing expenditures and proof, to the satisfaction of the County, of performance measures, timesheets, and activity logs on items funded by Payment 3 grant funds and listed in Exhibit A and/or B, including photographs and use of Measure K logo as approved by the County.

If Grantee fails to submit the aforementioned documentation showing expenditures of Payment 3 on items funded by the grant, Grantee agrees to return Payment 3, in its entirety. Any disbursed funds associated with unsubstantiated expenses, or disbursed funds not spent for the purposes of this grant, must be returned to the County within fifteen (15) days of the County providing notice to Grantee.

INVOICES: Requests for grant disbursement should be (1) on the organization's official letterhead, (2) include date of invoice, amount requested, and Agreement number, and (3) submitted to the attention of:

Department of Emergency Management
Ryan Reynolds, Program Services Manager II
501 Winslow Street, 1st Floor
Redwood City, CA 94063
rreynolds@smcgov.org
Phone: (650) 363-4790

3. Term & Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall begin July 1, 2024 and continue through June 30, 2027. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future grants. Based upon the RFP, our understanding is that this is a three year annual grant with the County's option of renewing for two additional one year terms if all requirements are met and funding is available.

This Agreement may be terminated by the County's Director of Emergency Management, or his/her designee, at any time without a requirement of good cause upon thirty (30) days' advance written notice to Grantee, and all grant funds not accounted for with satisfactory documentation will be returned to the County immediately. County may also terminate this Agreement based upon the unavailability of Federal, State, or County funds by providing written notice to Grantee within a reasonable time after County learns of said unavailability of funding. Grantee acknowledges that this Agreement may be subject to approval of the Board of Supervisors, and assumes all risk of possible non-appropriation and non-approval of funds.

County may suspend and/or terminate this Agreement if Grantee fails to comply with the terms of this Agreement and may, in its sole discretion, withhold or cancel pending and future disbursements of grant funds and/or require Grantee to return some or all funds disbursed under this Agreement.

4. Relationship of Parties

Notwithstanding any publicity or other references to the County required to be made in connection with the Project as set forth in Exhibit A, Grantee understands and agrees that the Project performed under this Agreement is not performed by Grantee as an independent contractor of the County or as an employee of County and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of County contractors or County employees. Grantee acknowledges and agrees that it is not, and will not hold itself out as, an agent, partner, or co-venturer of the County, and that this

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Agreement is not intended to and does not create an agency, partnership, or joint venture between the Parties.

5. Project Administration

The Parties agree that the Project as described in Exhibit A shall not be altered without a written amendment to this Agreement, signed by both the County and the Grantee. Grantee shall provide written reports to the County's authorized representative in accordance with Exhibit B.

6. Hold Harmless

Grantee shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services performed of Grantee in furtherance of the Project under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Grantee or its employees/officers/agents/volunteers;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Grantee's failure to comply with any applicable federal, state, or local laws or regulations; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Grantee's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County 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 Grantee to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Insurance

a. General Requirements

Prior to its receipt of any funds pursuant to this Grant Agreement, Grantee shall obtain all insurance required under this Section and such insurance shall be subject to the approval by County's Risk Management, and Grantee shall use diligence to obtain such insurance and to obtain such approval. Grantee shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Grantee's coverage to include the contractual liability assumed by Grantee pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Grantee shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Grantee certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing or continuing the performance of Project work for which it would receive grant funds.

c. Liability Insurance

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Grantee shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Grantee and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Grantee's operations under this Agreement, whether such operations be by Grantee, 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:

- Comprehensive General Liability... \$1,000,000
(Applies to all agreements)
- Motor Vehicle Liability Insurance... \$1,000,000 N/A
(To be checked if motor vehicle used in performing services)
- Professional Liability..... \$1,000,000 N/A
(To be checked if Grantee is a licensed professional)

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend any further payment pursuant to this Agreement.

8. Assignability and Subcontracting

Grantee shall not assign this Agreement or any portion of it to a third party. Except as set forth in Exhibit A, Grantee shall not subcontract with a third party to perform the Project. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice and the County shall have the right to a refund of all funds disbursed under this Agreement.

9. Compliance With Laws

All services to be performed by Grantee in connection with the Project shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including, but not limited to, any laws related to payment of prevailing wages pursuant to the California Labor Code. In connection with the Project, Grantee bears responsibility to obtain, at Grantee's expense, any license, permit, or approval required from any agency.

10. Merger Clause: Amendments

This Agreement, including Exhibits, constitutes the sole Agreement of the parties regarding the Grant, and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the

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parties concerning the Grant that are not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

11. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

12. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:	In the case of Grantee, to:
Department of Emergency Management Ryan Reynolds, Program Services Manager II 501 Winslow Street, 1st Floor Redwood City, CA 94063 Email: rrynolds@smcgov.org Phone: (650) 363-4790	Coastside CERT Cynthia Sherrill, Program Coordinator 1191 Main Street Half Moon Bay, CA 94019 Email: coastsidecert@gmail.com Phone: (310)429-9197

13. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

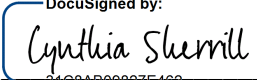
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THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO FUNDS WILL BE DISTRIBUTED UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY'S AUTHORIZED DESIGNEE.

For Grantee:

<p>DocuSigned by:  <small>31C8AB09827E462...</small> (signature) Authorized Representative Grantee</p>	<p>6/13/2024 _____ Date</p>	<p>Coastside CERT _____ Name of Grantee</p>
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Cynthia Sherrill

 (please print name)
 Authorized Representative
 Grantee



For County:

<p>_____ (Signature) Authorized Designee County of San Mateo</p>	<p>_____ Date</p>	<p>CHIEF FINANCIAL OFFICER _____ Job Title (please print) 80125-6265 _____ Budget Unit BOSDX _____ Measure K JL Code</p>
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ROBERTO MANCHIA

 (please print name)
 Authorized Designee
 County of San Mateo

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Exhibit A

The County and Grantee agree that the grant funds shall only be used to further the goals of the following Project, described below and in the March 26, 2024 Board transmittal and resolution, incorporated herein by reference:

In no event shall the County's fiscal obligation under this Agreement exceed \$510,000.00.

Grantee is a 100% volunteer emergency preparedness organization focused on creating a ready and resilient community along the San Francisco Bay Area coast from the southern side of the Tom Lantos Tunnel (Devil's Slide) to Tunitas Creek Road. Grantee's work prepares their community to protect lives, the environment, and property through emergency preparation, disaster response, emergency first aid and rescue actions, and public education.

Grantee's primary goal is to sustain the currently 100% volunteer Coastside CERT program by funding leadership, consulting & professional services personnel while expanding services to vulnerable populations. Funding for staff and activities will stabilize the Coastside CERT program, ensuring continuity for expanding core training and neighborhood services to the community, including Spanish and Cantonese/Mandarin-speaking residents, farmworkers, teens and seniors.

Grantee will use grant to fund the positions below:

\$100,000 Full-time paid position(s) for the Program Coordinator/Program Manager/ Lead Instructor. Program Coordinator and Program Manager positions may share funding and redistribute responsibilities for this (these) position(s) in the future. Here is a partial list the duties performed by the Program Manager, Program Coordinator and Lead Instructor. Compensation will be distributed according to who fulfills each function. Volunteer coordinator, oversight and support for the 32 neighborhood safety networks their 60+ neighborhood leads and 2,300+ members of the Coastside CERT roster, roster oversight and compliance with the Coastside CERT data management policy, point person for all Coastside CERT activities, governmental compliance, coordination with the Coastside Fire Protection District, development of training programs, instructor oversight and training, neighborhood and training supplies ordering, storage, and distribution, Leadership Team management, Coastside CERT policies and administration, website oversight, emergency and general communication, attendance at local, regional and state CERT and public safety meetings to coordinate with other agencies, strengthening alliances and coordination with all other local public and private response agencies, fundraising, management and administration of the Coastside CERT 501(c)(3), including taxes and charitable agency registrations, ombudsman, event planning, training oversight and class administrator, grant writing and administration, training webinars and Q&A sessions, presenting the Coastside CERT program and current progress at many different venues as requested, organizing and managing CERT participation in city, county, and civic events, providing performance data to many agencies upon request, publicizing events, coordinating event documentation, providing mutual aid as requested by appropriate agencies, writing and updating CERT SOPs, public speaking about CERT or related topics as requested, banking, insurance, FEMA registration, annual training schedule and calendar development, approvals and documentation, DSW administration, CERT records management, social media oversight, responsible for sound decision-making, organizational sustainability, strategic planning, organizational cultural values, operational functionality, and maintaining an agile, responsive education program ready to rapidly respond to emergencies and disasters when appropriate.

\$50,000 Part-time paid position for a Program Communications consultant. Responsibilities will include database management, Mailchimp formatting & messaging, newsletters, timely safety alerts & emergency bulletins, social media, website, calendar, training signups, print graphic design, managing photo, video & messaging archives, assisting neighborhoods with flyers and messaging, creating tables, graphs, and visual training guides, ensuring our messaging and training materials are available in Spanish and Chinese when appropriate, assisting neighborhoods communications and tech support as requested, maintaining and presenting program performance stats, PowerPoint presentations, training photography and videography skills.

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\$8,000 Honorarium for Leadership Team. \$1,000/person/year. Currently, Grantee has 8 members of the Leadership Team + the Program Coordinator, who manages the Leadership team and is not included in the honorarium distribution. Members of the Leadership team are working or retired professionals who attend 10 monthly meetings a year and provide considerable volunteer hours providing critical services to the program: data and roster management, general and emergency communications, class recruiting administration and instruction, radio communications, event planning and implementation, videography, photography, mapping, website content, public outreach, brainstorming, SOP updating, and supporting civic safety events. Grantee is considering adding more members to the team with bilingual and cultural inclusion skills plus mental health, emergency radio, senior adult management, and environmental sustainability skill sets.

\$12,000 = 24 \$500 per class payments for Instructors. Potential Classes: (2) 4-day Basic CERT Training Academy courses/yr with 6 active instructors = \$3,000/per session + 8 Advanced CERT Training, Educate the Coastside, Single Skills, LISTOS in Spanish, Chinese, and English (for seniors), Spanish CERT, Disaster Mental Health & Psychology First Aid in English, Spanish & Chinese. The schedule for the coming year is set every November/December.

Upon request by the Director of DEM or their designee, Grantee agrees to assist the County with emergency response efforts when Grantee's staff and/or volunteers are available.

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Exhibit B

In accordance with the terms of this Grant Agreement, Grantee will provide, or cause to be provided the services for the Project detailed in Exhibit A and will report back to the County regarding various performance measures including, but not limited to, those noted below. Such reporting data shall be delivered to the County no later than July 31, 2027. In addition, Grantee agrees to provide descriptive information about the Project funded by the Measure K grant upon reasonable request of the County, including, but not limited to, the County Executive's Office, the County Communications Officer, or the Supervisorial District Office.

Staffing

Title	Rate of pay	Estimated number of hours
Program Coordinator	\$50/hour	1,601
Program Manager	\$50/hour	300
Lead Instructor	\$50/hour	100
Program Communications consultant	\$50/hour	999

Performance Measure	FY 2024-25 Estimated	FY 2025-26 Projected
Hire staffing to support CERT activities.	Hire one Program Manager, one Program Coordinator, and one Lead Instructor	Hire at least six CERT Instructors to lead regular and advanced classes
Train 65 more CERT volunteers	Train twenty CERT Volunteers	Train an additional twenty-five CERT volunteers
Achieve a minimum 70% class attendance for ACT and "Educate the Coastside" classes.	Each class will have a minimum of twenty-five attendees	Each class will have a minimum of twenty-five attendees
Increase neighborhood safety networks membership	Add 100 members	Add an additional 100 members
Hold Neighborhood Lead forum and virtual meetings	Hold one Neighborhood Lead forum, and two virtual meetings	Hold one Neighborhood Lead forum, and two virtual meetings
Track number of bilingual Spanish and Cantonese/Mandarin speakers trained.	Create a list of trained CERT members bilingual in Spanish and Cantonese/Mandarin	Maintain list of all bilingual CERT members

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Attend SMC-CC and BACC meetings	Attend monthly SMC-CC and quarterly BACC meetings	Attend monthly SMC-CC and quarterly BACC meetings
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Payment will be made within 30 days of receipt of an approved invoice by the Department of Emergency Management. County shall have the right to withhold payment if County determines the quantity and/or quality of the work performed is unacceptable.

Grantee shall provide County with a written itemized invoice that allows the County to reconcile the work performed. Grantee shall provide a description of monthly expenses, evidence of work performed, or of costs incurred, including, but not limited to, performance measures, timesheets, activity logs, copies of bills, and/or packing slips.

Grantee shall include a written certification that the costs were actually incurred for the Project and that the supporting documentation is true, correct and complete.

All invoices shall include the agreement number, project location, dates of service and specified work completed.

Pursuant to Section 2 of the Grant Agreement, County's fiscal obligation shall not exceed \$510,000.

Remit invoices to:

Department of Emergency Management
 Attn: Ryan Reynolds, Program Services Manager
 501 Winslow Street, 1st Floor
 Redwood City, CA 94063
 Email: rreynolds@smcgov.org
 Phone: (650) 363-4790