

Agreement No. _____

Board Resolution No. _____

MEASURE K GRANT AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE SAN MATEO COUNTY LARGE ANIMAL EVACUATION GROUP

This Agreement is entered into this 25 day of June 2024 by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and the San Mateo County Large Animal Evacuation Group, hereinafter called "Grantee."

* * *

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 **THREE HUNDRED THOUSAND DOLLARS, (\$300,000)** 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 and shall be disbursed as set forth below and in Exhibit B.

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.

County may 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

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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 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 by 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 to the extent required by law. In signing this Agreement, Grantee certifies, as required by Section 1861 of the California Labor Code, that (a) it is

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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

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

(To be checked if motor vehicle used in performing services)

☐ Professional Liability..... \$1,000,000

(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

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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 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:
San Mateo County Health Public Health, Policy and Planning Lori Morton-Feazell, Health Services Manager II 1600 West Hillsdale Blvd., Suite #203 San Mateo, CA 94402 Email: lmorton-feazell@smcgov.org Phone: (650) 573-3726	San Mateo County Large Animal Evacuation Group Robin Camozzi, President 331 Main Street Half Moon Bay, CA 94019 (650) 450-0516 Smclaeg2@gmail.com

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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Exhibit A-Project Description

The County and Grantee agree that the grant funds shall only be used to further the following Project, described below and in the June 25, 2024, Board transmittal and resolution, incorporated herein by reference:

Introduction: San Mateo County Large Animal Evacuation Group (SMC LAEG) non-profit serves the entirety of San Mateo County by providing emergency response, disaster preparation, and evacuation aid for the large/farm (livestock) animal-owning community. The SMC LAEG team is activated by the San Mateo County Department of Emergency Management (DEM) or other first responders to provide on-call expertise in large/farm animal handling during emergencies and disasters such as traffic accidents involving trailers, floods, fires, earthquakes, and more.

1. Equipment, Supplies and Technology
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- Measure K funding will facilitate the purchase by SMC LAEG of portable stalls/pens, fencing, and equipment to house large/farm animals at any location within San Mateo County during disasters. A holding shelter could be set up in any city near the disaster to house and care for large/farm animals. The Measure K funding of \$33,200 over the three years will increase the number of animals that can be cared for during a disaster and allow flexibility in the set-up location.
- The SMC LAEG team will collaborate closely with the Peninsula Humane Society & SPCA (PHS) during traffic or rescue events to ensure effective response and coordination. Measure K funding will be used to purchase a used trailer to house our rescue and disaster supplies. This trailer will be mobile and can respond to any location in the county during a rescue. Along with this trailer, rescue/evacuation equipment will be purchased for a total of \$16,000 of Measure K funding.
- Reaching all residents in the County, regardless of financial situation, during a disaster is a core mission of SMC LAEG. Outreach will be improved by the purchase of radios, safety equipment, and software, along with connectivity in any community.
- Grantee agrees that in the event Grantee ceases operations for any reason, or ceases providing services to County, within three years of purchase of the equipment, supplies or technology, Grantee shall turn over ownership of any equipment, supplies or technology purchased with Measure K funds to County for County's exclusive use.

SMC LAEG shall provide equipment, supplies and technology using a total of \$110,800.

2. Trainings, Education, Administrative Costs, Facility Rental

- During a disaster SMC LAEG shall evacuate, house and care for large/farm (livestock) animals in almost every city, this includes helping non-profits such as the Square Peg Foundation. This group pairs retired racehorses with children and adults with autism, Usher syndrome, Duvet syndrome, anxiety, anger, and ADHD by introducing them to therapeutic riding. Elkus Ranch and BOK both are non-profits that serve the community with riding and environmental education programs for underserved residents in San Mateo County, 4-H clubs and FFA (Future Farmers of America) programs that raise their animals as part of their education. NCEFT (National Center for Equine Facilitated Therapy). This program works with children and adults with physical and cognitive

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disabilities and mental health challenges. In San Mateo County, 90% of the large/farm animals (livestock) do not have trailers or transport for evacuation. During disasters such as the CZU Lightning fire, SMC LAEG successfully evacuated 1,546 large/farm animals from various locations across the county, including but not limited to camels, zebras, horses, pigs, cattle, donkeys, sheep, llamas, alpacas, goats, ducks, turkeys, chickens, and other fowl. This required a trained group of disaster and large/farm animal-handling volunteers. With this funding year-round training sessions will be conducted by SMC LAEG to ensure preparedness for disasters and emergencies.

- SMC LAEG shall provide additional community training on preparing large/farm animals for disasters. Small and large ranches, 4-H clubs, Future Farmers of America, and stables will be visited to collaborate on evacuation plans and preparedness at no cost.
- SMC LAEG shall provide training for first responders, including firefighters, police/sheriff personnel, CERT members, and animal control officers.

SMC LAEG shall provide training, facility rentals, and administrative costs using a total of \$47,900. SMC LAEG administrative costs using will be \$24,400 for the three years of this contract which equals 8.1 % for administrative costs over three years.

3. **Coordinator:**

- With the addition of a SMC LAEG coordinator, SMC LAEG shall have one point person that will coordinate and procure all needed equipment, emergency preparedness and promotion materials, software, to include the writing of contracts and MOU's. This position will be responsible for scheduling trainings, renting facilities, onboarding and screening of new members, annual printing, and distribution of badges, as well as scheduling the team to attend community-based events, and coordinating with other non-profits and evacuation teams in the State.

SMC LAEG shall provide a coordinator position using a total of \$132,300.

4. **Emergency Preparedness and Promotion Materials:**

- SMC LAEG will use Measure K dollars to improve its current website to include bilingual information, refresh the interface, donation options, and updated information regarding emergency preparedness.
- One way to reach the community is to have brochures available to hand out at events that include information about SMC LAEG, how to prepare for a disaster, how to volunteer and make donations. With the Measure K funding, SMC LAEG shall print brochures and have them translated into three threshold languages.
- By increasing promotional materials for the residents of San Mateo County, SMC LAEG will get the word out about large/farm animal disaster preparedness and increase its visibility in the community and make efforts to boost its member base and will provide the LAEG 24/7 phone number to be used when disasters occur.
- This heightened visibility and outreach efforts not only strengthen SMC LAEG's mission but also increase the likelihood of future financial stability through generous donations from its supportive community.

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SMC LAEG shall provide emergency preparedness and promotion materials using a total of \$9,000.

SMC LAEG will endeavor to ensure the safety and well-being of large/farm (livestock) animals in San Mateo County during emergencies and disasters. Through collaboration, training, and adequate resources, SMC LAEG will use best efforts to mitigate risks and enhance preparedness for both animal owners and first responders.

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Exhibit B-Reporting and Invoicing

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 30 days after the end of each quarter for the duration of the Agreement. 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.

SMC LAEG relies heavily on donations and grants to sustain our operations and serve the community effectively.

Currently, SMC LAEG organization has \$9,000 available for expenses. However, in order to effectively plan and execute programs, it has been agreed upon that the County will send SMC LAEG \$50,000 each July of the contract year with the remaining \$50,000 to be disbursed during each fiscal year of the contract.

SMC LAEG will provide receipts/invoices showing expenditures and proof of performance measures on items funded by and listed in the exhibits of the contract, including photographs and use of Measure K logo as approved by the County no more than thirty (30) days after the end of each quarter as per the agreement. In addition, any disbursed funds associated with unsubstantiated expenses, or disbursed funds not spent for the purpose of this grant, will be returned to the County within fifteen (15) days of the County providing notice to Grantee

Budget Table

Grantee will use the grant funds as follows:

Expense Type	FY 2024-25	FY 2025-26	FY 2026-27
Equipment, Supplies and Technology	\$39,400	\$36,800	\$34,600
Training, Administrative Costs, Facility Rental	\$15,500	\$16,200	\$16,200
Coordinator	\$41,600	\$44,000	\$46,700
Marketing and Promotion	\$3,500	\$3,000	\$2,500
Total	\$100,000	\$100,000	\$100,000

The disbursement schedule per agreement year is as follows:

- **Payment 1-** Invoice 50% (\$50,000) of the annual grant funds upon execution of the Agreement after the July 1st date of each contracted year and after any applicable requirements in this Agreement are fulfilled, such as providing proof of liability insurance, for the items funded by the grant and listed in Exhibit A and/or B. Grantee shall subsequently (no later than the end of the fiscal year) provide County with receipts/back-up documentation showing expenditures of Payment 1 on items funded by the grant, including invoices/receipts showing expenditures and proof of completion of performance measures, timesheets, and activity logs on items funded by the grant and listed in Exhibit A and/or B, including photographs and use of Measure K logo as approved by the County. Financial supporting documentation is not required to be submitted with 1st invoice; however, upon request by County, Grantee shall submit to County, financial supporting documentation for

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program costs. Any disbursed funds associated with unsubstantiated expenses, or disbursed funds not spent for the purposes of this grant as determined by County in its sole discretion, must be returned to the County within fifteen (15) days of the County providing notice to Grantee.

- **Payment 2-** Invoice for remainder of the annual grant funds (\$50,000), per each contracted year upon submission of receipts/invoices and other documentation of expenditures and proof of completion of performance measures, including but not limited to timesheets, and activity logs on items funded by the grant and listed in Exhibit A and/or B, photographs of and use of Measure K logo as approved by the County. Invoices should be accompanied by back up documentation (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. Payment 2 must be used by the end of the fiscal year.

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:

San Mateo County Health
Public Health, Policy and Planning
Lori Morton-Feazell, Health Services Manager II
1600 West Hillsdale Blvd., Suite #203
San Mateo, CA 94402
Email: lmorton-feazell@smcgov.org
Phone: (650) 573-3726

<u>Performance Measure Year 1 July 1, 2024 – June 30th, 2025</u>	<u>Target</u>
24 animal shelter stalls/pens/panels purchased and, in the County, ready to deploy during a disaster. 2 trailers equipped with necessary communication tools Broaden engagement through collaboration and targeted outreach with the Latinx community. To include the purchase of the groups brochures in Spanish. SMC LAEG will complete the virtual mapping of a third of the large/farm animals in San Mateo County using Shelterly/Genasys 4 additional general members to the roster. 2-hosted hands-on training and three tabletop/virtual training events annually. Team of 5 individuals fully equipped for large animal rescue emergencies.	Complete
<u>Performance Measure Year 2 July 1, 2025 – June 30th, 2026</u>	<u>Target</u>
24 animal shelter stalls/pens/panels purchased and, in the County, ready to deploy during a disaster.	Complete

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Train 7 specialized members to handle emergency rescues. SMC LAEG will complete the virtual mapping of a third of the large/farm animals in San Mateo County using Shelterly. Contract for telephone translation service and ensure that all field personnel have access to language translation services within the first two years of funding and 4 additional general members to the roster. 2-hosted hands-on and three tabletop/virtual training events annually. Team of 5 individuals fully equipped for large animal rescue emergencies.	
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<u>Performance Measure Year 3 July 1, 2026 – June 30th, 2027</u>	<u>Target</u>
24 animal shelter stalls/pens/panels purchased and, in the County, ready to deploy during a disaster Translate critical materials, information, into the top three languages spoken in San Mateo County. SMC LAEG will complete the virtual mapping of the final third of the large/farm animals in San Mateo County using Shelterly/Genasys 4 additional general members. 2-hosted hands-on and three tabletop/virtual training events annually. Team of 5 individuals fully equipped for large animal rescue emergencies. 35 trained members in emergency evacuation over the 3 years of the contract	Complete

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 \$300,000.

Performance reporting:

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1. To aid in disaster preparedness and emergency response, SMC LAEG will complete the virtual mapping of all large/farm animals in San Mateo County using Shelter within three years of funding. Each quarter our team will add new ranches/farms to the database.

2. To increase San Mateo County's ability to shelter and care for animals during a disaster, SMC LAEG will increase the number of animal shelter stalls/pens/panels that can be moved anywhere in the county. We will reach a total of 24 within the first year of funding, and 24 each year after, for a total of 72 within 3 years.

3. To better serve the community during a disaster or emergency, SMC LAEG will ensure their (3) trailers are equipped with the necessary communication tools within the three years of funding. Each quarter SMC LAEG will report equipment that was purchased and how it will help the community. This goal will be completed within the first year.

4. To broaden a skilled response team for the county, SMC LAEG will double the number of specialized members that can handle emergency rescues to 14, increase core members trained in emergency evacuations to 35, and recruit 12 additional general members within the first two years of funding. A quarterly report out will be sent to the County on the number of members and new members added to the team.

5. To increase the preparedness of first responding agencies and large and farm animal owners, SMC LAEG will host two interagency, three hands-on (15% increase in attendance), and three tabletop/virtual (15% increase in attendance) training events annually, starting within the first year of funding.

6. To provide specialized assistance to San Mateo County's first responders, SMC LAEG will build a team of 14 individuals fully equipped for large animal rescue emergencies within the first two years of funding.

7. To increase equitable access to SMC LAEG's services, SMC LAEG will:

- Broaden engagement through collaboration and targeted outreach with the Latinx community within the first year of funding.
- Engage in an ongoing contract for telephone translation service and ensure that all field personnel have access to language translation services within the first two years of funding.
- Translate critical materials, information, into the top three languages spoken in San Mateo County within the three years of funding. One language will be selected for each year and reported out to the County of San Mateo.

The success of each goal will be measured by the percentage of completeness at the end of the stated period. However, SMC LAEG measures success by the increase in preparation, the aid provided, and the efficiency in response to disasters and emergencies.