

**GRANT AGREEMENT**  
**BETWEEN THE COUNTY OF SAN MATEO AND CURIODYSSEY**

This Grant Agreement (“Agreement”) is entered into as of the Effective Date (defined herein) by and between the County of San Mateo, a political subdivision of the state of California (the “County”), and CuriOdyssey, a non-profit corporation under Section 501(c)(3) of the Internal Revenue Code (“Grantee”), (County and Grantee may be collectively referred to herein as “Parties” and individually as “Party”).

\* \* \*

WHEREAS, Grantee is a 501(c)(3) non-profit science museum and zoo located in a portion of the Coyote Point Recreation Area in San Mateo County and whose mission is to inspire love for science and curiosity about the world to create a brighter future; and

WHEREAS, Grantee provides public benefits and services for San Mateo County children and families in the form of educational programming, hands-on science exhibits, and access to wild animals; and

WHEREAS, Grantee has been closed to the public since March 14, 2023 after severe weather events damaged a power transformer serving Grantee’s facilities that must be repaired and trees in the southern portion of Coyote Point Recreation Area, which includes Grantee’s facilities, that must be cleared; and

WHEREAS, in furtherance of the County’s efforts in response to the severe weather events that occurred in March 2023 and their negative economic impacts, and to facilitate the community’s continued access to the public benefits and services offered by Grantee, the Parties desire to enter into this Agreement by which the County will, pursuant to the terms and conditions set forth herein, provide grant funds to Grantee in the amount set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and benefits set forth herein, the sufficiency of which is hereby acknowledged, it is agreed by the Parties to this Agreement as follows:

**1. Grant**

Subject to the terms and conditions specified herein, the County hereby grants to Grantee a grant in a total amount not to exceed Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) (the “Grant”) provided that (i) in no event shall the County’s total fiscal obligation under this Agreement exceed the amount of the Grant; and (ii) Grantee shall only use the Grant for the Grant Purpose.

**2. Grant Purpose**

- a. The Parties agree that the purpose of the Grant is to provide funding to mitigate the financial impact of the temporary closure of Grantee’s operations due to the severe storm events that occurred in March 2023 (“Grant Purpose”) and may be used to pay lawful expenses incurred by Grantee (excluding satisfaction of litigation settlements and judgments). The Grant shall not be used for any other purpose without the prior written consent of the County.
- b. Grantee shall maintain 501c3 tax exempt status under the United States Internal Revenue Code and provide County with documentation sufficient to demonstrate such status upon request.

- c. Grantee agrees that at no time will any Grant funds be used: (i) to attempt to influence the outcome of any specific public election, or to participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office; (ii) to attempt to influence the selection, nomination, election or appointment of any individual to any public office or office in a political organization within the meaning of Internal Revenue Code Section 527(e)(2); and/or (iii) for any activity that is in violation of federal, state, or local law or any effort to induce or encourage violations of law or public policy.

3. **Grant Disbursement.** Subject to Grantee's compliance with the terms and conditions of the Agreement and the procedures specified herein, the County shall disburse the Grant to Grantee in one lump sum payment of \$250,000 to be disbursed after the Effective Date and within 30 days of the County's receipt of Grantee's written disbursement request. Grantee's disbursement request shall (i) be submitted electronically to the County on Grantee's official letterhead to the attention of the person identified in Section 11 of this Agreement, or their designee(s), and (ii) include the date of the request, disbursement amount, and this Agreement's number.

#### 4. **Grantee's Representations and Warranties**

Grantee represents and warrants the following:

- a. Grantee shall ensure that the Grant is expended in compliance with applicable law and regulations.
- b. Grantee has full power, authority, and legal right to execute and deliver this Agreement and all other agreements, documents, and instruments contemplated hereby or thereby and to incur and perform its obligations hereunder and thereunder.
- c. Grantee is not in default under or in violation of any indenture or agreement to which it is a party or by which it is bound, or any order, regulation, ruling, or requirement of a court or other public body or authority. No creditor has given Grantee a notice or threatened to give it any notice of default under any material agreement. No event has occurred and is continuing and no condition exists that would constitute an event of default or an event which, with the lapse of time or the giving of notice, or both, would become an event of default.
- d. No action, suit or proceeding (and to its knowledge, no investigation) is pending against Grantee before any court or administrative agency, (i) the outcome of which, by itself or taken together with other such litigation, would be reasonably expected to have a material adverse effect on Grantee's business, assets, operations, or financial condition, or (ii) which purports to affect the legality, enforceability, or validity of this Agreement.
- e. Grantee is in material compliance with all federal, state and local laws, rules, regulations, ordinances, and orders applicable to it, including, without limitation, all applicable health and safety, environmental, and building and zoning laws.
- f. Grantee will submit an IRS W-9 Form to the County and such other documentation as reasonably requested by the County to facilitate disbursement of the Grant.

Grantee agrees to provide records sufficient to substantiate its representations and warranties upon the County's request. Grantee understands and agrees that the foregoing representations and warranties are material to the County's approval of the Grant.

## **5. Reporting Requirements**

Prior to termination of the Agreement, Grantee shall provide the County with a written report submitted electronically on Grantee's official letterhead to the attention of the person identified by the County in Section 11 of this Agreement, or their designee(s), detailing expenses to which the Grant funds have been applied.

## **6. Term & Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall commence on June 1, 2023 and continue in effect through December 31, 2023, subject to all Grantee reporting/auditing obligations under the Agreement, which shall survive the Agreement. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future grants. Grantee understands and agrees that, to the extent all Grant funds are not expended or disbursed at the time of termination, Grantee must promptly return all unexpended funds to the County, and any unexpended or undisbursed funds at the time of termination shall be forfeited.

County may suspend and/or terminate this Agreement if Grantee fails to comply with the terms of this Agreement (including breach of any representation and warranty provided herein) and may, in its sole discretion, withhold or cancel pending and future disbursements of funds and/or require Grantee to return some or all funds disbursed under this Agreement. County may terminate this Agreement based upon the unavailability of Federal, State, or County funds by providing written notice to Grantee as soon as is reasonably possible after County learns of said unavailability of funding.

This Agreement may be terminated by Grantee or by the County at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party.

## **7. Duty to Defend, Indemnify and Hold Harmless**

Pursuant to Government Code Section 895.4, 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 funded 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 as to Grantee or its respective employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from the Grantee's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; 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.

**8. Insurance**

**a. General Requirements**

Grantee shall not commence work funded under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved 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, or adequate proof of self-insurance pursuant to Government Code Section 989, *et seq.*, and there shall be a specific contractual liability endorsement extending their coverage to include the contractual liability assumed by Grantee pursuant to this Agreement. These certificates (or equivalent proof of statutory self-insurance) 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 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 the performance of work funded under this Agreement.

**c. Liability Insurance**

Grantee shall 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 funded 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 contractor, anyone directly or indirectly employed by 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:

- (A) Comprehensive General Liability.....\$1,000,000
- (B) Motor Vehicle Liability Insurance.....\$1,000,000
- (C) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance (or equivalent proof of statutory self-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 all further payment under this Agreement.

**9. Assignability and Subcontracting**

Grantee shall not assign this Agreement or any portion of it to a third party. 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.

**10. Compliance With Laws**

Grantee agrees that all work funded under this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, and provisions pertaining to confidentiality of records. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement. Grantee will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**11. 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.

<p>In the case of County, to:                  Roberto Manchia, Chief Financial Officer                  400 County Center, 1<sup>st</sup> Floor                  Redwood City, CA 94063                  650-363-4597</p>	<p>In the case of Grantee, to:                  Aragon Burlingham, Executive Director                  1651 Coyote Point Drive                  San Mateo, CA 94401                  aragon@curiodyssey.org                  (650) 340-7595</p>
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**12. Electronic Signature**

The Parties 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.

**13. Payment of Permits/Licenses**

Grantee bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be funded under this Agreement prior to commencement of said work/services. Failure to do so will result in forfeit of any right to reimbursement under this Agreement.

**14. Effective Date**

This Agreement shall be effective upon the date that all signatories have executed the Agreement and approval of the Agreement by the County's Board of Supervisors (the "Effective Date").

\* \* \*

**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.**

*[Signatures on following page]*

**For Grantee \_\_\_\_\_ :**

DocuSigned by:  
*Aragon Burlingham*  
49C9A4497FF34B8

5/17/2023

Curiodyssey

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Grantee

Authorized Representative  
Grantee

Aragon Burlingham

\_\_\_\_\_  
(please print name)

Authorized Representative  
City

**For County:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Job Title (please print)

Authorized Designee  
County of San Mateo

\_\_\_\_\_  
(please print name)

Authorized Designee  
County of San Mateo