

## **Agreement for Administration and Distribution of SMC Strong Funds**

This Agreement for the Administration and Distribution of SMC Strong Funds (the “Agreement”) is between the County of San Mateo, a political subdivision of the State of California (“County”), and Renaissance Entrepreneurship Center, an independent legal entity and non-profit public benefit corporation (“Renaissance”), and it is dated as of August 4, 2020 (the “Effective Date”).

By signing this Agreement, the Parties agree to the following terms and conditions regarding SMC Strong Funds and other funds to be directed and transmitted to Renaissance (the “Fund”) that Renaissance will use to assist in recovery from COVID-19 by making grants to small business owners who meet certain eligibility requirements, have been adversely impacted by COVID-19, and who reside in certain target areas of San Mateo County, as more particularly set forth herein. The parties acknowledge and agree that as of the date of execution of this Agreement, Two Hundred and Thirty Thousand Dollars (\$230,000.00) have been directed and transmitted to Renaissance for the Fund.

### **1. Funds Purpose & Disbursement**

- a. **Funds Purpose.** The public purpose of the Fund is to ensure the health, welfare, diversity, and long-term sustainability of communities and businesses throughout the County by supporting the continued viability and existence of a range of small businesses owned and operated by residents who have been adversely impacted by COVID-19, who live in certain target areas of the County, and who are lower income, all as authorized and directed by the San Mateo County Board of Supervisors at its meeting of August 4, 2020 (the “Fund Purpose”).
- b. **Disbursement of Funds.** Pursuant to the Fund Purpose, upon execution of this Agreement by each of the Parties, the County will transmit or cause to be transmitted to Renaissance the Fund proceeds. As noted, above, to date, \$230,000 have been directed and transmitted (or will be directed and transmitted) to Renaissance for the Fund. Additional funds may be identified and transmitted to Renaissance from time to time, and if and as such funds are identified and transmitted to Renaissance, such additional funds shall be used by Renaissance only for Fund purposes and shall be disbursed as set forth in this Agreement. The Fund shall be disbursed by Renaissance pursuant to the terms of this Agreement as individual grants to small business owners of no more than Five Thousand Dollars (\$5,000) for each grant.
  - i. **Target Areas:** The parties understand and agree that, in order to be eligible for a grant from the Fund, a small business owner must reside within a “target area” of the County. For purposes of this Agreement, “target areas” are those areas that lie within the boundaries of the following zip codes:
    - a. 94014 and 94015 (Daly City)
    - b. 94303 (East Palo Alto)
    - c. 94025 (Menlo Park)
    - d. 94038 (unincorporated Mid-Coast)

- e. 94060 (Pescadero)
  - f. 94061 and 94063 (Redwood City and North Fair Oaks)
  - g. 94401 and 94403 (San Mateo)
  - h. 94066 and 94080 (South San Francisco/San Bruno)
- ii. Lower Income and Adversely Impacted by COVID-19: The parties understand and agree that, in order to be eligible for a grant from the Fund, a small business owner must be “lower income,” and the parties further agree that, for purposes of this Agreement, a small business owner is “lower income” if the small business owner had annual income below \$120,000 in 2019 or who had an average annual income below \$120,000 for the last here calendar years. Businesses that are owned by partnerships must be at least 51% owned by a qualifying individual in order to be eligible for a grant from the Fund. In addition, in order to be eligible for a grant from the Fund, a small business owner must demonstrate that the small business has been adversely impacted by COVID-19 and Renaissance shall exercise reasonable discretion in determining whether small business owners have demonstrated such an impact.

## **2. Term of Agreement**

The Term of this Agreement shall commence on August 4, 2020 and shall terminate on December 31, 2020, unless earlier terminated by either Party or unless the entirety of the Fund have been earlier disbursed by Renaissance, as set forth in this Agreement (“Term”).

## **3. Services Provided by Renaissance**

Renaissance will provide the following services for the County under this Agreement in support of efforts to recover from COVID-19:

- a. Arrange and establish an application process whereby small business owners may submit grant applications and supporting documentation and address other grant application requirements.
- b. Review all grant applications to determine that applications are complete and that applicants meet agreed-upon program requirements.
- c. In consultation with the County, develop criteria for prioritization of grant applications among grant application submissions to be evaluated that meet grant program requirements. (For example, grants may be prioritized based on time of submission, order of approval, or lottery. This assumes that qualified grant applications exceed our funds available for grants.)
- d. Maintain documentation to substantiate the completeness of applications and applicant eligibility and provide written reports regarding the status of the Fund and grants disbursed, as required by Section 6 of this Agreement.
- e. Select small business owner grant applications for receipt of grants, applying program eligibility criteria and prioritization criteria developed pursuant to this Agreement.

- f. Provide list of grant applications meeting eligibility requirements to the County, and a list of those grant applications selected to receive a grant.
- g. Secure W-9 information from grant applicants who are selected to receive grants and send out Form 1099s to grant recipients, as required.
- h. Timely notify grant applicants of the final action on their applications and disburse grants.
- i. Transfer to the County all information and documentation received and/or stored by Renaissance in connection with the performance of its duties under this Agreement, with such transfer made electronically pursuant to reasonable instructions provided by the County. Subsequent to the transfer, Collaborative will destroy all applicant financial information in its possession, custody, or control and will provide written notice to the County when this has been accomplished.
- j. Provide ongoing counseling, mentoring, and advice to grant recipients.

#### **4. Fee for Program Costs**

As consideration for the above-described services and program costs, Renaissance shall receive from the County a fee equal to fifteen percent of the amount of funds disbursed to Renaissance pursuant to the terms of this Agreement. By way of example, because \$230,000 will be disbursed to Renaissance to be distributed pursuant to the terms of this Agreement, the County shall pay Renaissance a fee for Program costs of Thirty Four Thousand Five Hundred Dollars (\$34,500). In the event that the amount disbursed to Renaissance pursuant to the terms of this Agreement is adjusted, the services fee shall be adjusted correspondingly, provided, however, that in no event shall the total amount paid by the County as a fee for Program costs under this Agreement exceed One Hundred Thousand Dollars (\$100,000), absent a written amendment to this Agreement .

#### **5. Use of Funds, Restricted Purposes**

The Parties acknowledge that this Agreement is a contract with the County for the public purposes stated herein. The Parties shall use the Funds only as stated herein unless prior written permission is received from the County, which permission shall be reflected in a written amendment to this Agreement

#### **6. Reporting Requirements**

Renaissance will provide the County periodic summaries, in a format reasonably designated by the County, detailing (a) all applications received, processed, and approved or denied, along with related information that may be reasonably requested by the County. Renaissance will also provide the County with periodic summaries of all grants disbursed, including a breakdown of amounts disbursed by geographic location within the County (i.e., city/town or unincorporated area), as well as the status of the Fund (including, but not limited to, the receipt, use, and disbursement of all amounts from the Fund and the amounts remaining in the Fund).

#### **7. Recordkeeping & Audit**

Renaissance Fund shall treat all amounts in the Fund as restricted assets, place all amounts in the Fund into a separate account/fund, and maintain books to show the Fund separately. All expenditures made in furtherance of the Fund Purpose shall be charged against the Fund and shall appear on Renaissance's books. Renaissance shall keep adequate records to substantiate its expenditures of all amounts from the Fund and compliance with the terms of this Agreement. Renaissance shall make these books and records available to the County at reasonable times for review and audit, and shall comply with all reasonable requests of the County for information and interviews regarding use of the Fund. Renaissance shall keep copies of all relevant books and records and all reports to the County for at least three (3) years after full expenditure of the Fund, and such books and records shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

## **8. Prohibited Activities**

Renaissance may not use the Funds (a) for any purpose other than the Fund Purpose; (b) to carry on propaganda, or otherwise attempt to influence any legislation (within the meaning of Section 4945(d)(1) of the United States Internal Revenue Code); and/or (c) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the United States Internal Revenue Code).

## **9. Compliance with Laws**

All services to be performed by Renaissance pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to 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 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.

## **10. Non-Discrimination & Other Requirements**

### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

### **b. Equal Employment Opportunity**

Renaissance shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Renaissance's equal

employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Renaissance shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Renaissance shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of Renaissance's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Renaissance shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Renaissance certifies that no finding of discrimination has been issued in the past 365 days against it by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. The Community Fund certifies that no finding of discrimination has been issued in the past 365 days against it by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Renaissance within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Renaissance shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Renaissance shall report to the County Manager (identified below) 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 of the Agreement or the Section titled "Compliance with Laws." Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Renaissance that such

charges are dismissed or otherwise unfounded. Such notification 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).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Renaissance to penalties, to be determined by the County Manager, including but not limited to the following: (1) immediate termination of this Agreement; (2) disqualification of Renaissance from being considered for or being awarded a County contract for a period of up to 3 years; (3) liquidated damages of \$2,500 per violation; and/or (4) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to offset all or any portion of the amount described in this section against amounts due to Renaissance under this Agreement or any other agreement between Renaissance and County.

## **11. Termination**

Except as otherwise specifically provided herein, this Agreement may be terminated by either Party at any time without a requirement of good cause upon 30 days' advance written notice. If the Agreement is terminated by Renaissance before the all amounts in the Fund have been disbursed, Renaissance shall, with five (5) business days of providing written notice of termination, return to the County all remaining amounts in the Fund and comply with the reporting requirements set forth above in Section 6.

## **12. Indemnification**

Each Party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, representatives, insurers, employees, and servants from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying Party or its agents, representatives, employees, servants, contractors, subcontractors, or invitees. The duty of a Party to to indemnify and hold harmless another Party shall not apply to injuries or damage for which such other Party has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty to indemnify and hold harmless set forth in this Section shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts, and shall include the duty to defend as set forth in Section 2778 of the California Civil Code. This indemnity/hold harmless provision survives the Agreement.

## **13. Assignment**

This Agreement is not assignable by either Party, either in whole or in part, without the

express consent of the other Party in the form of a formal written amendment to this Agreement.

**14. Governing Law & Jurisdiction**

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.

**15. Integration & Modification**

This Agreement supersedes any and all prior or contemporaneous agreements, representation, and understandings of or between the Parties, and the Parties warrant that they are not relying on any such prior representations. The Parties understand and agree that the terms of this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular except by a writing duly executed by the Parties, or their respective authorized representative(s).

**16. Severability**


In the event that, at any time subsequent to the execution of this Agreement, any portion or provision of it is found to be illegal, invalid, unenforceable, non-binding or otherwise without legal force or effect, the remaining portion(s) will remain in force and be fully binding.

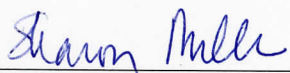
**17. Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute a complete agreement. Moreover, this Agreement may be signed by electronic signature and copies of original signatures shall be treated the same as the originals.

[CONTINUED ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have signed Agreement as of the Effective Date set forth above.

<b>COUNTY OF SAN MATEO</b>
By: 
Name: Mike Callagy
Title: County Manager
Date:

<b>RENAISSANCE ENTREPRENEURSHIP CENTER</b>
By: 
Name: Sharon Miller
Title: CEO
Date: 9-11-20