

Agreement No. _____

Board Resolution No. _____

GRANT AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND STREETCODE ACADEMY

This Grant Agreement (the "Agreement") is entered into this ___ day of _____, 2026 (Effective Date of this Agreement), by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and StreetCode Academy, hereinafter called "Grantee." The County and Grantee are sometimes collectively referred to herein as the "Parties."

* * *

WHEREAS, pursuant to law and the County's duly adopted budget appropriations, the County is authorized to make appropriations from the General Fund for County services and projects

WHEREAS, Grantee is a 501(c)(3) non-profit community-based organization based in East Palo Alto that has served the community for over a decade, providing culturally responsive, hands-on technology education and workforce development programming; and

WHEREAS, the Parties desire to enter this Agreement by which the County will, subject to the terms and conditions set forth herein, provide grant funds to the Grantee in the amount set forth herein.

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—Grant Disbursement

2. Grant

Subject to the terms and conditions specified herein, County hereby grants to Grantee a total sum not to exceed FOUR HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$400,000.00) (the "Grant") in consideration of and on the condition that the Grant be expended solely for the Grant Purpose as specified in Exhibit A, and in no event shall the County's total fiscal obligation under this Agreement exceed this amount. The Grant shall be disbursed in accordance with the terms and conditions specified in Exhibit B.

3. 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.

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- 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.

4. Term & Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall begin on the above-noted Effective Date and continue through **October 31, 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.

5. Relationship of Parties

Notwithstanding any publicity or other references to the County, Grantee understands and agrees that any work funded by the Grant 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.

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

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;

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(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

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
- Motor Vehicle Liability Insurance... \$1,000,000
- 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, 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.

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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. Prevailing Wage

Per Labor Code Section 1720, this project is a public work for purposes of the California Labor Code. Grantee hereby agrees that all persons providing labor on the Project will be paid not less than prevailing rates of wages and that Grantee will ensure compliance with all provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 *et seq.* A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the County's Director of Public Works and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor on the Project to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally, Grantee agrees the Project will meet the following requirements:

- No contractor or subcontractor may be listed on a bid proposal for the Project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract on the Project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.
- This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. 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.

10. 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.

The Grantee certifies and warrants that Grantee has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

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Further, Grantee certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Grantee shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

11. Non-Discrimination and 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

Grantee 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. Grantee's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Grantee 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 this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Grantee 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 the Grantee'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 Grantee and any subcontractor 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

Grantee certifies that no finding of discrimination has been issued in the past 365 days against Grantee 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 Grantee within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Grantee 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.

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g. Reporting: Violation of Non-discrimination Provisions

Grantee shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Grantee shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Grantee to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Grantee from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

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

12. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Grantee certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Grantee shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Grantee shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Grantee, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Grantee or that the Grantee may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Grantee certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Grantee has no employees in San Mateo County, it is sufficient for Grantee to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Grantee certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Grantee shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Grantee acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

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14. Retention of Records; Right to Monitor and Audit

(a) Grantee shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Grantee shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Grantee shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Grantee agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County’s authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. 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 with respect to the subject matter hereof 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 are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. 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.

17. 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:
County Executive’s Office Contracts Unit 500 County Center -5 th Floor Redwood City, CA 94063 Email: eorozco1@smcgov.org Phone: (650) 363-1810	StreetCode Academy Olatunde Sobomehin, CEO PO BOX 51867 East Palo Alto, CA 94303 Email: tunde@streetcode.us Phone: (650) 485-1413
District 4	
Vanessa Smith, Legislative Aide Email: vsmith1@smcgov.org Phone: (650) 599-1009	

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18. 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.

19. Payment of Permits/Licenses

Grantee bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Grantee's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under 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:

DocuSigned by:
Olatunde Sobomehin
83AA9210C10742B...

(signature)
Authorized Representative
Grantee

6/11/2026

Date

StreetCode Academy

Name of Grantee

Olatunde Sobomehin

(please print name)
Authorized Representative
Grantee

For County:

(Signature)
Authorized Designee
County of San Mateo

Date

CHIEF FINANCIAL OFFICER

Job Title (please print)

ROBERTO MANCHIA

(please print name)
Authorized Designee
County of San Mateo

Budget Unit

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Exhibit A – Project Description

The Parties agree that the Grant funds provided under this Agreement shall only be used exclusively to fund costs reasonable, necessarily and actually incurred by Grantee in connection with the development of SteetCode Academy’s Innovation Pods Learning Campus (the “Project”), as further described below.

The Project is intended to create flexible spaces for learning, collaboration, and creative exploration, including classrooms, a makerspace, and technology-enabled environments.

A. Project Goals

The objective of the Project is to convert approximately 6,500 square feet of underutilized land, located at Grantee’s New Sweet Home Church underused parking lot, into modular, tech-enabled learning hubs where students can build and produce real-world projects.

Grantee shall utilize the total Grant funding of \$400,000 exclusively for the following Project components:

- Site Preparation & Engineering: Architectural design, site layout, and structural engineering.
- Modular Procurement: Procurement of four modular learning pods: three (3) classroom pods and one (1) makerspace pod.
- Technology & Equipment: Purchase of essential hardware, tools, technology, furniture and specialized equipment designated for the makerspace pod.

B. Project Outcomes

Grantee will make best efforts to secure the following outcomes expected to result from the implementation of the Project

- Completion of design and pre-development activities for the modular learning units.
- Purchase and delivery of modular units for the Innovation Pods Learning Campus.

C. Project Reporting

Grantee agrees to provide written reporting to the County in connection with each Grant disbursement request, and in the absence of disbursement request, not less than bi-annually, and as may be reasonably requested by the County throughout the term of this Agreement. Such reporting shall include:

- Description of progress and milestones achieved in achieving each of the Project Goals described herein.
- Description of progress and milestones achieved in achieving each of the Project Outcomes described herein.
- Final expenditure report detailing all costs incurred and paid with Grant funds, including provision of supporting documentation including but not limited to invoices, contracts, proof of payment, payroll records, lien releases (if applicable), and other documentation reasonably required by the County.

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Exhibit B – Grant Disbursement

1. 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 accordance with the terms stated herein and within 30 days of the County's receipt and approval of Grantee's written disbursement request.

The disbursement schedule is as follows:

- **Payment 1** - Invoice for up to 50% of the Grant (\$200,000), upon submission of receipts/invoices showing expenditures, project reporting, and activity logs on items funded by the Grant and listed in Exhibit A.
 - **Payment 2** - Invoice for remainder of the Grant (\$200,000), upon receipt of notice of completion or equivalent document establishing completion of construction issued by the applicable public authority, receipts/invoices showing expenditures, final project/expenditure report, and activity logs on items funded by grant and listed in Exhibit A.
2. Grantee's disbursement requests shall (i) be submitted electronically to the County on Grantee's official letterhead to **County Executive's Office, Attention: Michael P. Callagy, 500 County Center, 5th Floor, Redwood City, CA 94063**, (ii) include the date of the request, disbursement amount and this Agreement's number; (iii) and be submitted together with the supporting documentation showing costs incurred to be reimbursed up to the Grant amount, including but not limited to invoices, contracts, proof of payment, payroll records, lien releases (if applicable), and other documentation reasonably required by the County; and (iv) the reporting required under Exhibit A, Section C. An electronic copy of the Grant disbursement request can be sent electronically to CEO_AP_Inbox@smcgov.org.
 3. The County shall review Grantee's disbursement requests, reporting and supporting documentation and periodically reconcile the actual Project costs reported and substantiated with the amount of the disbursed installments of the Grant. Grantee shall promptly return to County any amount of the Grant that has not been spent as of the termination of the Agreement, and/or that is remaining after completion of the Project.
 4. In no event shall the County's maximum fiscal obligation under this Agreement exceed the amount of the Grant set forth in Section 2 of the Agreement.