

AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO & JOBTRAIN

This 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 JobTrain, a California non-profit corporation ("Contractor") (County and Contractor may be collectively referred to herein as "Parties" and individually as "Party").

* * *

WHEREAS, the County by resolution of its Board of Supervisors on September 13, 2022, previously authorized an allocation of American Rescue Plan Act funds to be used to at least partially fund a project to develop and operate an economic advancement center in North Fair Oaks that would provide a range of technical assistance and support primarily to individuals and households residing in North Fair Oaks and South County (Redwood City, Menlo Park, East Palo Alto) that were negatively impacted by the pandemic, including through providing job and workforce training (the "Project"); and

WHEREAS, the Project serves households earning less than 65% of the Area Median Income (AMI) in the County, or that have experienced unemployment or increased food or housing insecurity, or that qualify for certain federal assistance programs including job seekers ("Eligible Households"); and

WHEREAS, the Parties entered into an agreement by which Contractor provided services in connection with the Project, which agreement terminated as of March 30, 2025; and

WHEREAS, the Project continues to serve a public purpose and its continuation is in the public interest, and County wishes to utilize funds generated by the County's ½ cent sales tax ("Measure K Funds") to fund specified services relating to the Project; and

WHEREAS, subject to the terms and condition of this Agreement, the Parties desire to enter into this Agreement by which Contractor will provide services in connection with the Project in the amount set forth herein for use exclusively for eligible expenses incurred in connection with the Project.

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

1. Attachments

The following exhibits are attached hereto and incorporated by reference as if fully set forth herein: Exhibit A – Project Services; Exhibit B – Payment; Exhibit C – Project Budget; Exhibits D (Site) and D-1 (Site License Terms); and Exhibit E – Performance Metrics.

2. Project Services

Subject to the terms and conditions specified herein, Contractor agrees to perform services for County in connection with the Project ("Project Services") as specified in Exhibit A in exchange for payment by County in a total amount not to exceed Two Hundred Twenty Thousand Dollars and Zero Cents (\$220,000.00), provided that (i) in no event shall the County's total fiscal obligation under this Agreement exceed the amount specified in this paragraph; and (ii) Contractor shall only use the funds for the purpose as set forth below in Section 3.

3. Funds Purpose

- a. The Parties agree that the purpose of the funds provided under this Agreement is to provide funding exclusively for expenses reasonably and necessarily incurred by Contractor for services provided for the Project as further set forth in Exhibit A and in accordance with the budget provided at Exhibit C. These funds shall not be used for any other purpose without the prior written consent of the County.
- b. Contractor agrees that at no time will any Measure K 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.

- 4. Payment.** See Exhibit B for terms and conditions relating to payment.

5. Contractor's Representations and Warranties

Contractor represents and warrants the following:

- a. Contractor shall ensure that the Project during the term of this Agreement serves Eligible Households. Contractor shall provide services for the Project in compliance with applicable law and regulations.
- b. Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor's business, assets, operations, or financial condition, or (ii) which purports to affect the legality, enforceability, or validity of this Agreement.
- e. Contractor 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. Contractor 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 funds under this Agreement.

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

6. Reporting Requirements

In addition to Contractor's reporting and/or auditing requirements set forth in Exhibit B, Contractor shall provide the County with monthly written reports, detailing (a) Project status and progress toward meeting the Funds Purpose and performance metrics specified in Exhibit E; and (b) any further reporting reasonably requested by the County to effectuate the terms and conditions of the Agreement.

7. Relationship of Parties

- a. Notwithstanding any publicity or other references to the County, the Parties understand and agree that any activities funded by the Agreement are not performed by the Contractor or any other person or entity as an independent contractor of the County, or as an employee of the County, and that neither the Contractor, nor its employees, officers, agents, representatives, contractors or subsidiaries acquire any of the rights, privileges, powers, or advantages of County contractors or County employees. The Contractor 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. This Agreement is entered into for the sole benefit of the Parties and is not for the benefit of, nor may any provision hereof, be enforced by any other person or entity; thus, nothing contained herein or in the Parties' course of dealings shall be construed as conferring any third-party beneficiary status on any person or entity not a party to this Agreement.
- b. Contractor agrees to cooperate and assist with effective subrecipient monitoring by the County to ensure compliance with all terms and conditions of this Agreement and applicable law and its implementing rules, regulations, reporting, and recordkeeping requirements, including, without limitation, by making itself available for and cooperating with audits and on-site reviews and timely completing applicable close-out requirements.

8. Term & Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall commence on April 1, 2025, and continue in effect through September 30, 2025, subject to all Contractor reporting/auditing obligations under the Agreement, which shall survive the Agreement and be due as set forth herein. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future grants. Contractor understands and agrees that, to the extent all funds are not expended or disbursed at the time of termination, Contractor 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 Contractor 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 Contractor to return some or all funds disbursed under this Agreement.

This Agreement may be terminated by Contractor or by the County Executive Officer or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the

other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

Notwithstanding anything to the contrary in this Agreement, this Agreement is subject to and contingent upon applicable budgetary appropriation by the County's Board of Supervisors for each fiscal year during the term of the Agreement. If such appropriations are not approved, this Agreement will be terminated without penalty to the County. Contractor acknowledges that funding or portions of funding for this Agreement may also be contingent upon the receipt of funds from, and/or appropriation of funds by the State of California and/or the federal government. If such funding and/or appropriations are not forthcoming, or are otherwise limited, the County may immediately terminate or modify this Agreement without penalty. Such termination shall be effective by delivering to Agent a written notice of termination specifying the termination date.

9. Duty to Defend, Indemnify and Hold Harmless

Pursuant to Government Code Section 895.4, Contractor 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 Contractor 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 Contractor'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, Contractor'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 Contractor 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.

10. Insurance

a. General Requirements

Contractor shall not commence work 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 Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor 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.*, if applicable, and there shall be a specific contractual liability endorsement extending their coverage to include the contractual liability assumed by Contractor 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

Contractor 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, Contractor 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

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work under 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 Contractor’s operations under this Agreement, whether such operations be by Contractor, 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, 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.

11. Assignability and Subcontracting

Contractor 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.

12. Compliance With Laws

All services to be performed by Contractor in connection with 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. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. 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 Contractor, to:
Justin Mates, Deputy County Executive County Executive's Office 500 County Center, 5th Floor Redwood City, CA 94063 (650) 363-4136 jmates@smcgov.org	Barrie Hathaway, CEO JobTrain 1200 O'Brien Drive Menlo Park, CA 94025 (650) 330-6500 bhathaway@jobtrainworks.org

14. 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.

15. Payment of Permits/Licenses

The Contractor 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.

16. Effective Date

This Agreement shall be effective upon the date that all signatories have executed the Agreement (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 Contractor: JobTrain

DocuSigned by:
Barrie Hathaway
5B3986F410B0416

3/28/2025

CEO

(signature)
Authorized Representative

Date

Job Title

Barrie Hathaway

(please print name)
Authorized Representative

For County:

(Signature)
Authorized Designee
County of San Mateo

Date

Job Title (please print)

(please print name)
Authorized Designee
County of San Mateo

Exhibit A- Project Services

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following Project Services:

A. Project Services to be Performed by Contractor: Contractor shall provide comprehensive job search services and support services to Eligible Households, including individuals or households who are unemployed or currently employed but are seeking to move to a job that provides better opportunities for economic advancement (“Job Seekers”), at the North Fair Oaks Economic Advancement Center (NFO EAC), to include:

1. **Marketing and Outreach Program.** The Contractor will maintain an effective outreach plan to continue engaging these groups and ensure ongoing awareness of the Economic Advancement Centers (EAC) in North Fair Oaks. The Project Services area may, at County’s sole discretion, be expanded to also include individuals and households located in other South County communities (i.e., Redwood City, Menlo Park, and East Palo Alto), but only after Contractor completes outreach in and directed to North Fair Oaks individuals and households.

- The outreach strategy will continue to prioritize individuals and households, located in North Fair Oaks.
- The marketing and outreach program will maintain a mixed media campaign in English and Spanish, highlighting the mission, programs, and services of the EACs to the community. This will include print media, English and Spanish language television, radio, and social media outreach.
- Flyers will remain posted at key locations throughout North Fair Oaks, such as the Fair Oaks Community Center, North Fair Oaks Community Council, churches, English as a Second Language (ESL) programs, and local businesses.
- The Contractor will continue to promote the program across its social media channels, including, but not limited to, Facebook, LinkedIn, the Contractor’s website, email alerts, and online newsletters.
- The Contractor will maintain outreach efforts through in-person orientations and engagement with established community organizations and leaders in North Fair Oaks, ensuring that they remain informed about the EAC’s services.

2. **Additional Services.** Contractor will provide the following programs and services, delivered in English and Spanish, for active Job Seekers whose goal is to find work within 30-90 days, upgrade Job Seekers who are currently working but searching for a job that is better suited to their career goals and financial needs, and training Job Seekers who have decided on a career path but require additional training to find employment in their chosen field (collectively, “Job Seeker Services”), to include the following:

- i. **Job Skills Assessment & Support Upgrading Basic Skills:** Provide initial orientation to the JobTrain programs and services for all clients, including an assessment of the client’s employment and/or training preference, education or skills gaps, self-

efficacy, and any other barriers that may prevent them from achieving their career goals. The assessment will use the CASAS and Wonderlic tests to provide client's current education levels in reading and math skills. Clients needing help with reading and math skills will be offered the opportunity to enroll in GED/High School Equivalency Classes through the JobTrain partnership with Five Keys Schools and Programs. For example:

- Assisting a client in identifying their strengths, skills, and interests to determine a suitable career path.
 - Conducting personality and career assessments to provide guidance.
 - Helping a client transition from one industry to another through skill mapping and job market analysis.
- ii. Work Readiness Assessment: Contractor shall conduct work readiness assessments for all clients, which assessments shall document how clients react in given work scenarios, what they think is the most appropriate response to a particular set of circumstances, and their own on-the-job ethics and priorities.
- iii. Career Advice & Coaching: Contractor shall work one-on-one with clients to understand their individual career aspirations and advise them on the education, experience, and training needed to attain that career. Clients unsure about what path they want to pursue will be offered a Career Interest Test, or Career Aptitude Test, to help them select a career path.
- iv. Job/Workforce & Career Training: Contractor shall work with clients to help them to gain the skills needed to achieve their employment goals. Clients looking to upgrade and/or learn new skills and/or find employment quickly will have the opportunity to enroll in one of the JobTrain Skills Upgrade Classes: HSE/GED Prep, ESL Classes, Computer Literacy and Digital Literacy Skills Classes, and Youth Paid Work Experience. Clients starting to build a career will be given the opportunity to enroll in one of seven full-time 11-week accredited Career Training Programs offered by Job Train including: Project Build: Carpentry Pre-Apprenticeship, Building Maintenance, Culinary Arts, Certified Nursing Assistant, Medical Assistant, IT Service & Support, and Advanced IT-Network Plus.
- v. Work Readiness Workshops & Activities: Contractor shall create a job search strategy for each job-ready client, including developing a well written resume, preparing for interviews, and supporting clients in their job search. Contractor shall also provide additional, soft skills training to clients, including classes on critical thinking, problem solving, public speaking, conflict resolution, email, and workplace etiquette, how to work in teams, and financial literacy. For example:
- Educating job seekers on managing finances, budgeting, and benefits.
 - Teaching basic computer skills (Microsoft Office, Google Suite, email etiquette).
 - Training on professional networking platforms like LinkedIn, Indeed and Craigslist.

vi. **Job Placement:** Contractor shall coordinate with its network of local employer partners to place clients in jobs that match their individual skills. For example:

- Partnering with companies to provide direct job placement for qualified candidates.
- Connecting job seekers with employers based on skills, experience, and career goals.
- Assisting clients in creating professional resumes tailored to job descriptions.
- Conducting mock interviews to build confidence and improve answers.
- Teaching non-verbal communication skills, such as body language and eye contact.
- Aiding with the clients' onboarding process.

vii. **Resource Referrals & Navigation Assistance.** Contractor shall provide Wraparound Supportive Services to all clients in needs this assistance, which services shall include:

- Helping clients enroll in public benefits such as CalFresh and Healthcare.
- Connecting clients to food, housing, legal, financial, and family support providers.
- Providing financial support for work related needs including transportation, work clothing, study supplies, childcare assistance, and referrals to additional community resources.
- Referrals to wellness services for clients dealing with stress, emotional, or mental health issues.

viii. **Employment Tools and Resources.** Contractor shall provide and make available employment tools and resources to help individuals and households in their job search efforts. For example:

- Metrix portal- The Portal creates a regional resource to connect job seekers and employers. The Portal aggregate community assets from local partners and involves local employers to promote workforce development. Through analytical tools and employer input, the career pathways featured are centered around industry sectors that are locally prevalent, open positions, and job growth. Bundled with our career exploration tools, our Portal lead job seekers through individual assessment and skill upgrading to fulfill employer needs.
- Digital Job Board- Online job posting board on our JobTrain website. Here, employers can directly list their open positions, giving access to the career professionals in our centers, and to our community of jobseekers. The platform is simple and easy to use, requiring only 60-90 seconds per listing, and enabling multiple job postings on a single entry. Jobseekers apply directly to the company, and not through the platform, eliminating the median step.

- Jobseekers Binders- The center has multiple binders with current job postings and community resources/events.
- Access to On-Site Technology – Clients can utilize on-site printers, laptops, and Wi-Fi to support their job search and application process. Opportunity to receive a refurbished laptop.

B. Performance Goals: The County’s payments in Exhibit B are expressly conditioned upon satisfactory performance by Contractor (as determined in County’s sole discretion) in delivering the services specified in this Agreement and meeting the following performance goals:

- Contractor shall enroll and deliver Job Seeker Services and meet the projected targets as specified in Exhibit E under “Projected Service Impact (April 1, 2025 – September 30, 2025).”
- Contractor will provide an average of three Job Seeker Support Services, with each service representing an individual occurrence of support, to each client at the NFO EAC.
- Contractor will track all Project enrollees placed in employment throughout the Project term and report on their status (employed, promoted, left work, and other reporting categories to be determined by County) in the monthly and final reports required under this Exhibit A.

C. Performance Reporting: In addition to Contractor’s reporting obligations as set forth at Section 6 of this Agreement, Contractor will meet monthly with County to review strategic goals for the Project, report on performance measure progress, review services provided, and discuss any needs for Project modifications. At the monthly meetings, which may occur less or more frequently at the discretion of the County, Contractor will report on the following:

- Staffing status for NFO EAC (staff hired, roles served, and open positions);
- Location of Project Services provided including virtual services and services offered at the NFO EAC ;
- Client/Job Seeker enrollment data, including client demographics (name, address, household income, employment status), number of clients enrolled, nature and number of services delivered;
- Job placement data, including number of clients/Job Seekers placed, job/industry category, employer name, type and location, hours per week, wages, benefits, and retention;
- Evaluate Job Seeker services by collecting feedback from Job Seekers at the conclusion of Job Services through evaluation forms to assess the quality and effectiveness of the services provided. Based on this feedback, the contractor will identify areas for improvement and implement necessary adjustments to enhance service delivery;
- Marketing and Outreach activities, including events, clients contacted, partners engaged, and other data as required depending on the service.

D. Project Completion Reporting: No later than 30 days after the end of the Agreement, Contractor will provide a summary report that includes, but is not limited to, the following information:

- Summary of all clients served, including demographic data, city/community of residence, employment status before and after Job Seeker Services delivery, and household income by Area Median Income categories;
- Summary of all Project and Job Seeker Services provided and results;
- Summary of all job placements and retention outcomes for Job Seekers, including details on placement success, duration of employment, and retention rates;
- Statements/testimonials and pictures from at least five (5) program participants that illustrate the value of the services provided by the Contractor under this Agreement;
- Bullet point list of lessons learned during the Project about providing Job Seeker Services to North Fair Oaks and South County residents including the most effective approaches for outreach and marketing, most effective of Job Seeker Services, and the most effective community partners with regard to outreach to Job Seekers;
- Recommendations to improve Project performance; and
- Any additional information as determined by the County.

E. Additional Terms: The following additional terms are included in the Agreement:

- Contractor shall include the County contract number for this Agreement on all correspondence, invoices, payments, and reports submitted to County by the Contractor.
- Contractor agrees to provide County with reasonable prior written notice of Contractor's intent to assign staff to provide services under this Agreement and shall provide County with qualifications of proposed staff and other information as reasonably requested by County, which hiring and assignment shall be subject to County approval.
- County reserves the right to approve the assignment of staff actually performing the Project Services on behalf of Contractor pursuant to this Agreement. If County, in its sole discretion, is dissatisfied with the assigned staff actually performing the Project Services on behalf of Contractor pursuant to this Agreement, County may require that Contractor assign a different person or persons for these roles, which assignment shall be subject to the County's approval.
- All invoices will include details on the work completed during the invoice period and the most recent client and services report.

Exhibit B – Payment

In consideration of and conditional upon the delivery of the Project Services provided by Contractor described in Exhibit A and subject to the terms and conditions of the Agreement, County shall pay Contractor based on the rates and terms as provided below.

- a. **Invoices**. Contractor shall submit detailed invoices to the County on a monthly basis for payment of Project Services, which invoices include billed hours for each position, hours billed at applicable rates (as specified in Exhibit C), locations where Contractor's assigned personnel are working, and supporting documentation, including timesheets or time logs for staff, with a description of the work performed at no greater than one-quarter hour (i.e., 15 minute) billing increments. Contractor shall also provide evidence of payments for any operating expenses claimed in the invoice within the budgeted amount for such expenses. Invoice documentation must be accompanied by a line-item accounting for monthly expenses and evidence of work performed, or costs incurred, including, but not limited to, timesheets, copies of bills, and/or packing slips. Contractor shall include a written certification that the costs were actually incurred for the Project and that the supporting documentation is true, correct and complete.
- b. **Indirect cost rate**. Contractor confirms it does not have an approved federally recognized indirect cost rate and, as such, the allocable indirect costs may be charged at a rate not to exceed the 10% *de minimis* federal indirect cost rate.
- c. **Payment Schedule**. Within 30 days of the County's receipt, review and approval of invoices submitted, County shall remit payment to Contractor for the Project Services rendered/costs incurred, provided Contractor provides County with the required documentation and assurances described above showing that the costs were reasonable and necessary for the Project Services.
- d. **Budget**. Subject to the terms and conditions of the Agreement and the limits on the Agreement amount, Contractor shall provide the County with a line-item budget for each year, specifying the estimated costs of the Project for the upcoming year. A copy of Contractor's initial budget is attached as Exhibit C. Revisions to the line-item budgets to move funds within a budget category or between budget categories require prior written approval from County, and under no circumstances shall County's total fiscal obligation under this Agreement exceed the total amount specified in Section 2.

Exhibit C – Project Budget

North Fair Oaks Economic Advancement Center Project: 6-Month Budget (4/1/2025 – 9/30/2025)		
PERSONNEL (Wages & Benefits)	FTE	Total
Employment Specialist	1.00	42,557
Employment Specialist	1.00	44,259
Supportive Service/Employer Engagement/Outreach	1.00	44,259
Site Manager	1.00	51,464
Regional Director of South San Mateo County Career Centers	0.10	6,009
Sub-Total:	4.10	188,549
Direct Program Expenses		
Staff Travel/Training/Conference		600
Communication (cable/fax/cell phone plan)		1,500
Advertising/Marketing Campaign/Outreach		2,500
Client Supportive Services		3,000
Supplies/Materials		3,851
Sub-Total:		11,451
Admin Cost (10%)		20,000
TOTAL Expenses		\$ 220,000

Exhibit D (Property)

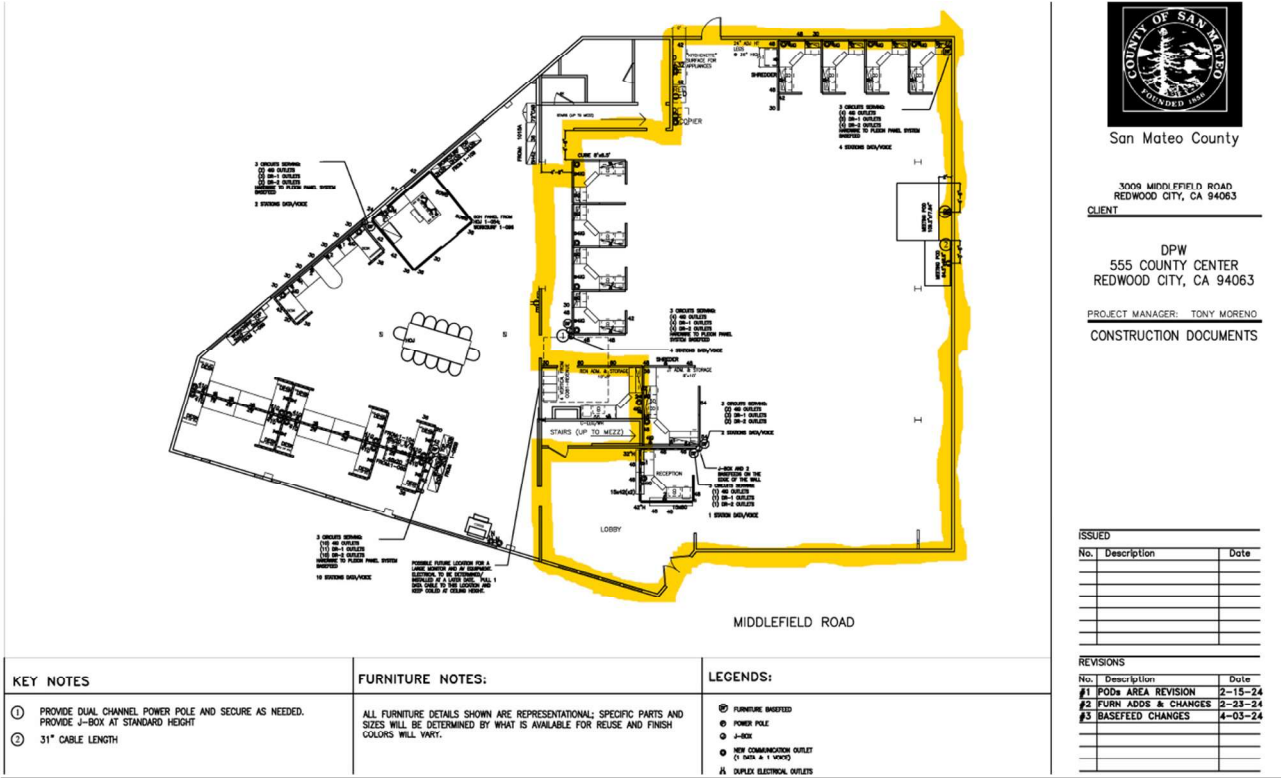


Exhibit D-1 (Site License Terms)

I. Recitals

- A. The County owns that certain land and improvements located at 3009 Middlefield Road, Redwood City, California 94063 as shown in Exhibit D attached hereto (the "Property"); and
- B. A portion of the Property consisting solely of the portion within the highlighted area shown on Exhibit D (the "Site") is a suitable location and site for the North Fair Oaks Economic Advancement Center, or EAC which is also known as and may be referred to as the Economic and Employment Center, or EEC) contemplated by the Agreement and utilizing the Site for this purpose benefits the intended beneficiaries of the Project Services located in North Fair Oaks and South County and the Parties; and
- C. The Parties agree that it is appropriate and necessary for the County and Contractor to set forth in this Agreement the terms and conditions pursuant to which the Contractor is permitted to carry out the Project Services and operate the North Fair Oaks EAC on the Site, as set forth in herein and including these site license terms ("Site License Terms") provided herein.

II. Site License

A. Grant of License, Use of Site, Term and Location

- 1. Contractor is hereby granted non-exclusive permission to occupy and use the Site for the sole purpose of operating the North Fair Oaks EAC and carrying out the Project Services therein (the "License"). This License does not constitute the grant of a lease, deed, easement or a conveyance or transfer of any property interest by the County. For avoidance of doubt, this License does not extend to and does not authorize Contractor's use of any portion of the Property not included within the Site, including the adjacent County space, roof and associated stairwells.
- 2. The term of this License is commensurate with the term of the Agreement set forth in Section 8 (Term & Termination) of the Agreement.
- 3. Upon termination of the Agreement, Contractor shall vacate the Site and leave the Site in a clean and orderly condition, repairing all damage, with exception of reasonable wear and tear.
- 4. Contractor's use of the Site shall at no time interfere with the County's use of the Property not included within the Site and adjacent to the Site and shall not create any disturbance or excessive noise or other material negative impact on any adjacent property uses.

5. Contractor shall be responsible for the security of the Site and shall hold the County harmless for any theft or damage to the Site or any equipment or property stored or kept on the Site. Likewise, if the Property itself is destroyed or damaged owing to a negligent act of Contractor or any employee, officer or agent of Contractor, Contractor shall be responsible for repair or replacement of the Property, at the County's sole election. Contractor agrees that a member of its supervisorial or senior staff shall be present at the Site at all times during regular business hours Monday-Friday (8:00 a.m. to 5:00 p.m.) and at any such other times as the North Fair Oaks EAC is in operation at the Site.
6. The County shall not charge the Contractor a fee for the License, provided that Contractor agrees to continue to carry out the Project Services at the Site and comply with terms and conditions of the Agreement including the Site License Terms.
7. Contractor understands and agrees that the County shall have access to the community room and common areas of the Site upon request and agrees to cooperate in ensuring and facilitating the County's access to the Site for community meetings and such other uses as the County may determine in its sole discretion.

B. Operation And Maintenance of Site

1. Contractor shall, at its sole cost and expense, keep the Site in a good, clean, orderly, safe and sanitary condition, free from hazardous materials and to a level at least consistent with the standards of other County properties, fair wear and tear excepted. If Contractor fails to keep the Site in such condition, the County may perform the necessary maintenance and/or remediation work at the expense of the Contractor and Contractor agrees that it shall reimburse the County for the cost of such work within thirty (30) days of being invoiced by the County.
2. Should Contractor determine that the Site requires major exterior or structural maintenance and repair, Contractor shall notify the County in writing. Contractor shall be solely responsible for all maintenance and repair to the Site.
3. The County shall be responsible for providing custodial services at the Site and shall secure such services at its sole cost and expense. The County shall also be responsible for paying the reasonable cost of electricity and water at the Site at its sole expense.
4. Other than access for public Wi-Fi, Contractor shall be responsible for telephone and data hookup services and shall secure such services at its sole cost and expense.

5. Contractor shall provide County staff members or agents with access to the Site as may be determined necessary by the County to assess the condition of the Site or for other purposes deemed appropriate by the County in its sole discretion.
6. Contractor understands and agrees that external art, decorations or messages (including chalk art) on the Site windows (or on other external-facing portions of Site) must be submitted to the County in advance for review and approval by the County in its sole discretion prior to posting at the Site. Any such external art, decorations or messages may be posted for no longer than 14 days without further written approval from the County.

C. Assignment

1. This License is not transferable or assignable. Any such transfer or assignment without the prior written consent of the County, which shall be granted or denied in the County's sole discretion, shall be, at the election of the County, void from the time made or considered an event or default under this Agreement.

D. Changes, Additions or Alterations

1. Contractor shall not make any changes, additions, or alterations to the interior or exterior of the Property or any part thereof, without first consulting with and obtaining the prior and specific written consent of the County, which consent shall be made in the County's sole discretion. Absent specific written agreement to the contrary, any changes, additions, or alterations of the Property that are approved by the County shall be at the Contractor's sole and exclusive expense, including, without limitation, hard and soft construction cost, permit fees, and environmental assessment costs.

E. Removal Of Improvements Upon Expiration Or Termination

1. Contractor understands and agrees that the County has provided furniture for the Site (including desks, chairs, cubicles and other such furniture as may be reasonably appropriate for the operation of an office), which furniture and fixtures are and shall remain the sole property of the County. Contractor agrees to maintain the furniture and fixtures in good, clean, orderly, safe and sanitary condition, free from hazardous materials and to a level at least consistent with the standards of other County properties, fair wear and tear excepted.
2. Upon the expiration or termination of this Agreement for any reason, Contractor shall, upon receiving a request from the County to do so, immediately (and in no event later than thirty (30) days after receipt of such request) remove all modifications that Contractor has made to the Site to the reasonable satisfaction of the County, which such removal shall be at the sole cost and effort of the Contractor and performed in such a manner as to not interfere with the County's use of all surrounding properties. Contractor shall, at Contractor's sole cost and expense, repair any damage to the Site or any facilities or equipment adjacent to the Property, caused by such removal.

3. Upon the expiration or termination of this Agreement for any reason, Contractor shall return to the County all keys to the Property and account for any copies.

F. Licenses and Permits

1. Contractor shall secure any and all necessary and required licenses, permits, consultations, and approvals applicable for the use of the Site for which this License is granted, including approval and certification from all applicable regulatory agencies, including, but not limited to, the Department of Healthcare Services. Licenses acknowledges and agrees that the Site has been accepted in "AS IS" condition, without representation or warranty of any kind, and subject to all applicable laws, rules and ordinances governing the use, occupancy and possession thereof. Contractor acknowledges and agrees that neither the County nor any of its agents have made, and County hereby disclaims, any representations or warranties, express or implied, concerning the physical or environmental condition of the Site, the present or future suitability of the Site for Contractor's intended use, or any other matter whatsoever relating to the Site, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

2. Contractor shall be liable for, and shall pay throughout the term of this Agreement, any license fees and taxes, if any, covering its use of the Site.

G. Laws And Regulations

1. Contractor shall, at all times, maintain and occupy the Site in compliance with all federal, state, and local laws and regulations that govern the use of County property, including, but not limited to the possession and use of narcotics, firearms, alcohol and tobacco on County property.

H. Indemnification

1. Without limiting any requirements set forth in Section 9 of the Agreement (Duty to Defend, Indemnify and Hold Harmless), Contractor hereby indemnifies, defends, and holds the County, its officers, and employees harmless from and against any and all claims, suits, or actions of every name, kind, and description resulting from this License or Contractor's activities authorized under this License, brought for, or on account of, any of the following: (a) any condition created by Contractor, its employees, contractors, or agents (collectively, "Contractor parties") on or about the Site; (b) any act, omission, or negligence of Contractor parties; (c) any accident, injury, or damage whatsoever occurring in, at, or upon either or both of the Site and caused by Contractor parties; (d) any breach by Contractor of any of its warranties and representations under this License; (e) any violation or alleged violation by any Contractor parties of any applicable law (f) claims for work or labor performed or materials supplies furnished to or at the request of Contractor parties; and (g) 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, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage to the extent that the County or County's employees, officers, or agents have been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

2. The duty of the Contractor to indemnify and save harmless, as set forth hereinabove, shall include the duty to defend as established in Section 2778 of the California Civil Code.

EXHIBIT E
(Performance Metrics)



North Fair Oaks Employment Center

Projected Service Impact
(April 1, 2025 – September 30, 2025)

JobTrain	
Service	Projection
Jobseeker Enrollments (Unique)	115
Job Readiness	636
Skill Upgrade	96
Jobseeker Supportive Services (i.e., occurrences)	168
Placements	37

Time Frame	4-25- to 9-25
New Clients	115
Total Clients	235
Total Services (i.e., occurrences)	900
Placements	37