

**MEASURE K GRANT AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND COASTPRIDE**

This Agreement is entered into this 10th day of December 2024 by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and CoastPride, hereinafter called "Grantee."

\* \* \*

WHEREAS, the Grantee has applied to the County seeking a grant for the purpose of funding the matters set forth in its Project described in Exhibit A (the "Grant");

WHEREAS, the County has approved the grant of certain funds to Grantee pursuant to the terms set forth in this Agreement;

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

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Project Description  
Exhibit B—Reporting and Invoicing

**2. Grant**

County hereby grants to Grantee a sum not to exceed **SEVEN HUNDRED FIFTY THOUSAND DOLLARS, (\$750,000)** in consideration of and on the condition that the sum be expended for the sole purpose of carrying out the objectives of Grantee's Project as identified in Exhibit A, and in no event shall the County's total fiscal obligation under this Agreement exceed this amount. Grantee agrees to assume any obligation to secure and furnish any additional funds that may be necessary to carry out its Project.

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

County shall disburse grant funds to Grantee 30 calendar days after receipt of a satisfactory invoice. Invoices should be accompanied by back up documentation (e.g., receipts for professional services rendered, salary and benefits back up, etc.) and submittal of any required summary reports outlined in Exhibits A or B. The County reserves the right to change the disbursement method during the term of this Agreement.

**3. Term & Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall begin December 10, 2024, and continue through June 30, 2027. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future grants.

County may terminate this Agreement based upon the unavailability of Federal, State, or County funds by providing written notice to Grantee within a reasonable time after County learns of said unavailability of funding. Grantee acknowledges that this Agreement may be subject to approval of the Board of Supervisors and assumes all risk of possible non-appropriation and non-approval of funds.

County may suspend and/or terminate this Agreement if Grantee fails to comply with the terms of this Agreement and may, in its sole discretion, withhold or cancel pending and future disbursements of grant funds and/or require Grantee to return some or all funds disbursed under this Agreement.

#### **4. Relationship of Parties**

Notwithstanding any publicity or other references to the County required to be made in connection with the Project as set forth in Exhibit A, Grantee understands and agrees that the Project performed under this Agreement is not performed by Grantee as an independent contractor of the County or as an employee of County and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of County contractors or County employees. Grantee acknowledges and agrees that it is not, and will not hold itself out as, an agent, partner, or co-venturer of the County, and that this Agreement is not intended to and does not create an agency, partnership, or joint venture between the Parties.

#### **5. Project Administration**

The Parties agree that the Project as described in Exhibit A shall not be altered without a written amendment to this Agreement, signed by both the County and the Grantee. Grantee shall provide written reports to the County's authorized representative in accordance with Exhibit B.

#### **6. Hold Harmless**

Grantee shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services performed 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;

(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:

- X Comprehensive General Liability...      \$1,000,000  
(Applies to all agreements)
- Motor Vehicle Liability Insurance...      \$1,000,000  
(To be checked if motor vehicle used in performing services)
- Professional Liability.....      \$1,000,000  
(To be checked if Grantee is a licensed professional)

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend any further payment pursuant to this Agreement.

**8. Assignability and Subcontracting**

Grantee shall not assign this Agreement or any portion of it to a third party. Except as set forth in Exhibit A, Grantee shall not subcontract with a third party to perform the Project. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice and the County shall have the right to a refund of all funds disbursed under this Agreement.

**9. Compliance With Laws**

All services to be performed by Grantee in connection with the Project shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including, but not limited to, any laws related to payment of prevailing wages pursuant to the California Labor Code. In connection with the Project, Grantee bears responsibility to obtain, at Grantee's expense, any license, permit, or approval required from any agency.

**10. Merger Clause; Amendments**

This Agreement, including Exhibits, constitutes the sole Agreement of the parties regarding the Grant, and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties concerning the Grant that are not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**11. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**12. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:	In the case of Grantee, to:
San Mateo County Health Behavioral Health and Recovery Services Maria Lorente Foresti, Clinical Services Manager 2000 Alameda de las Pulgas., San Mateo, CA 94403 Email: <a href="mailto:MLorente-Foresti@smcgov.org">MLorente-Foresti@smcgov.org</a> Phone: (650) 573-2714	CoastPride Cameron Zeller 711 Main Street Half Moon Bay, CA 94019 <a href="mailto:cameron@coastpride.org">cameron@coastpride.org</a> Phone: (650) 730-8103

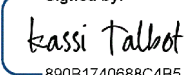
**13. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

\* \* \*

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:**

<p>Signed by:    <small>890B1740688C4B5...</small></p>	<p>11/04/2024</p>	<p><b>COASTPRIDE</b></p>
<p>_____          (signature)          Authorized Representative          Grantee</p>	<p>_____          Date</p>	<p>_____          Name of Grantee</p>

**Name/Title**

**Cameron Zeller**

(please print name)  
Authorized Representative  
Grantee



COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board



**EXHIBIT A**  
CoastPride, Inc.  
FY 2024 – 2027

DESCRIPTION OF SERVICES

CoastPride Overview:

CoastPride is a community organization dedicated to supporting Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) individuals and families along the San Mateo County coast. Through access to diverse programs and events, CoastPride fosters a sense of belonging and promotes a safe, welcoming environment. Partnering with local schools, the organization provides education, social services, and community events to create a robust support system for LGBTQ+ people of all ages. Serving the Coastsides region from Pescadero to Pacifica, CoastPride is committed to increasing visibility, raising awareness, and celebrating all sexual orientations and gender identities. As a nonprofit, its mission is to build a more inclusive and accepting community where LGBTQ+ individuals and their families can thrive.

Contractor shall work closely and collaboratively with BHRS Office of Diversity and Equity (ODE) staff throughout the duration of the Agreement to provide the following:

1. Staffing
  - a. Contractor will hire or assign
    - i. Executive Director: (.5 FTE) to support program operations
    - ii. Programs and Outreach Lead: (1 FTE) to support outreach and engagement activities.
  - b. Staff will support all programs and build internal capacity to meet current and future deliverables.
  - c. Staff will receive weekly supervision.
2. Services: Services will be provided through the coordination of the following main components: (A) Education and Visibility, (B) Health and Wellness, (C) Social Justice.
  - a. Education and Visibility Programs
    - i. Year one (1) develop program materials, documents and processes for program implementation.
    - ii. Maintain a webpage and social media accounts to support an online presence and provide a hub for local LGBTQ+ resources, trainings, events, social activities, and services.
    - iii. Create and distribute a monthly newsletter that lists upcoming local LGBTQ+ events and resources.
    - iv. Contractor will work to have communications translated into Spanish and other threshold languages (as appropriate).
    - v. Prioritize outreach efforts for racial, ethnic, linguistic, and geographically isolated communities in San Mateo County's Coastsides region.

- vi. Recruit program participants by creating flyers and other outreach collateral and engaging with local schools, community organizations, faith-based organizations, cities, etc.
- vii. Communications will include the BHRS/ODE and the Measure K logo.
- viii. Support and/or host community events such as:
  1. International Aids Day, June Pride, LGBTQ+ History month, San Mateo County Pride Prom, and other events (e.g. guest speakers, panel discussions).
- ix. Provide Sexual Orientation, Gender Expression/Identity (SOGIE) trainings that are given to school staff, parents and caregivers, local business and community partners, and members.
  1. Contractor will plan the training curriculum for the program and update training as needed.
  2. The trainings will be offered in English and Spanish, with the target of providing at least 4 English trainings and 2 Spanish trainings per fiscal year. The trainings will range from 2.5 to 4 hours per course, with a minimum of 4 people and a maximum of 25 people per training.
  3. Contractor will consider accessibility opportunities when scheduling courses (e.g. proximity to public transportation).
  4. Each training will have participants complete a pre and post training evaluation.
- b. Health and Wellness Programs
  - i. Recruit program participants by creating flyers and other outreach collateral and engaging with local schools, community organizations, faith-based organizations, cities, etc.
  - ii. Host and support group facilitation in collaboration with subcontractor Outlet (a program of Adolescent Counseling Services).
    1. All groups are peer support groups which focus on providing a space where participants can connect with others of similar experience, find resources, and build healthy relationships with peers. Groups may be added or removed based on need but have included: Middle School Group in Half Moon Bay, High School Group and Half Moon Bay, Teen Group in Pacifica, Parents and Caregivers Group, Trans\* Adults Group, Older Adults Groups, Families Group, and Kaleidoscope Kids (for gender expansive youth under 10 years old and their families).
    2. Approximately 10 meetings per month amongst the different groups.
    3. Average attendance at the support groups ranges from 5-12 people per group session.
  - iii. Plan, oversee, and support wellness activities and events (e.g. hiking events, monthly queer book club, monthly queer social, etc.)
    1. Two - three events per month.
    2. Average attendance ranges from 5-10 people.

- iv. **Oversee facilitator support through On the Margins.**
  - 1. On the Margins is a non-profit organization that provides counseling, coaching, and other services that relate to their mission of collaborating with others to design and implement anti-racist, joy-focused, sustainable, and affirming practices. Because Contractor does not have a Clinical Director, On the Margins' clinical staff supports the organization in training facilitators and ensuring that mental health services follow best practices and center the needs of our most marginalized community members.
  - 2. Contractor meets with On the Margins for approximately 2-4 hours per month.
- v. **Provide supplies for support group activities (e.g: arts and crafts supplies, snacks, etc.)**
- vi. **Provide an annual facilitator mini-retreat**
  - 1. The annual facilitator mini-retreat is a time for all of Contractor's support group facilitators to come together and receive training on the following topics: CoastPride support group protocols, SOGIE, facilitation skills, and Narcan/Naloxone administration.
  - 2. The mini-retreat has 10-15 participants.
- vii. **If identified in the Community Needs Assessment results, implement a bilingual support group or other health and wellness services in Spanish (year 2 and/or year 3)**
- c. **Social Justice Programs**
  - i. **Oversee and lead the selection and distribution of six (6) scholarships of one thousand dollars each (\$1000).**
    - 1. Students must be graduating from one of the following schools on the Coastside: Terra Nova High School, Oceana High School, Half Moon Bay High School, Pilarcitos Continuation School, or Pescadero Middle/High School.
    - 2. Students may be pursuing any post graduate path.
    - 3. Scholarships are advertised through the schools and school districts and are distributed at the end of each school year.
    - 4. Applicants can submit essays, poems, artwork, or videos and are selected based on demonstrated care for the LGBTQ+ community and experience providing leadership and/or support to the LGBTQ+ community, or a desire to do so in the future.
  - ii. **Support local youth advocacy by providing food, supplies, and resources to Gender and Sexuality Alliance Clubs (GSA Clubs).**
    - 1. This serves 80-100 students.
    - 2. When visiting the GSA Clubs, Contractor provides information about its own services, as well as other services available to LGBTQ+ youth in the County. Contractor also shares information between GSA Clubs and from the GSA Network to support GSA Clubs that are just getting started and to help generate ideas for activities for existing GSA Clubs.



- iii. Support SOGIE Policy Development at local schools
  - 1. There are at least 18 public schools in three school districts and five private schools on the San Mateo County Coastside serving students 18 and under.
  - 2. Contractor has already supported Cabrillo Unified School District and Wilkinson School (a private school in El Granada) in creating and implementing SOGIE policies.
  - 3. Goal is to have SOGIE Policies developed and implemented in Pacifica School District and La Honda/Pescadero Unified School District by 2026.
- iv. Host monthly multi-faith partners meetings with faith leaders from the Coastside and support the multi-faith partners in hosting events, such as providing SOGIE Training to congregants of local faith-based organizations, with the goal of creating more affirming faith spaces for LGBTQ+ individuals on the Coastside.

### 3. Program oversight

- a. Services will support sharing information about access to behavioral health services, and increase interagency and community collaboration for Serious Mental Illness/Serious Emotional Disturbance SMI/SED LGBTQ+ individuals.
- b. All services will be culturally responsive services and provided at times/days (including weekends) that best meet the needs of the community.
- c. Serve as the point of contact to BHRS regarding the budget allocation, annual reporting, and other fiscal and administrative requirements.
- d. Staff will meet weekly to discuss programmatic and administrative issues related to the functioning of CoastPride and its deliverables.
- e. Hold and/or ensure the physical location and space and associated equipment for the service requirements.
- f. Maintain IT & Software systems necessary to support and coordinate the contractual service requirements.
- g. Hire and/or allocate staffing to support the contractual service requirements.
  - i. As needed, subcontract with partner agencies to ensure all service requirements are met.
  - ii. Procure equipment such as desks, chairs, etc. for hired staff.
- h. Pay for training and conference attendance for staff and volunteers to support them in the work to meet the contractual service requirements.
  - i. Topics may include, but are not limited to:
    - 1. Confidentiality, HIPAA, Compliance
    - 2. Fraud, Waste, and Abuse
    - 3. Critical Incident Management
    - 4. Youth Development, Community Engagement
    - 5. Cultural Humility, Sexual Orientation and Gender Identity(SOGI)
    - 6. Wellness and Recovery Action Plan (WRAP), Peer Support
    - 7. Mental Health 101, Mental Health First Aid (MHFA)
- i. Engage volunteers to support the contractual service requirements.

- j. Contractor will engage and connect with parents and/or guardians of youth as appropriate, especially those under eighteen (18) years of age.
    - i. Contractor will receive consent from parents of minors to participate in services and programs as needed.
    - ii. Contractor will refer families as needed to benefit programs such as Medi-Cal and provide other service resources as needed.
4. Sustainability
- a. By year two (fiscal year 25-26) begin to create a plan to work towards the goal of long-term financial sustainability of programs currently funded by Measure K, with the plan finalized by June 2026.
5. Reporting
- a. Contractor will work with BHRS to develop an ongoing data collection and reporting plan that may include, but is not limited to:
    - i. Contractor will collect data on services offered
      - 1. Data will include, at a minimum demographics (Race, Ethnicity, and Language (REAL) SOGIE), in addition to relevant pre and post data.
    - ii. Contractor will collect outcome measure data to demonstrate the impact of programs and services
    - iii. Contractor will meet monthly with the BHRS program manager to discuss program implementation and any proposed changes to the agreement terms.
    - iv. Contractor shall submit Quarterly reports to the BHRS program manager that include progress-to-date, achievements and challenges, and narrative and data addressing any relevant impact the CoastPride has on the following Measure K indicators:
      - 1. By 2027, CoastPride will have at least one support group each in Pescadero and Pacifica.
      - 2. At least 75% of all support group participants (across all locations) will report that they feel more connected to the LGBTQ+ community and that they feel more comfortable with their LGBTQ+ identity, as measured by bi-annual participant surveys.
      - 3. By 2027, CoastPride will have at least one recurring Spanish-language LGBTQ+ community including support group or community program in the Coastside area. At least 75% of participants will report a reduced sense of isolation, as measured by bi-annual participant surveys.
      - 4. CoastPride will sustain and increase services for the Coastside LGBTQ+ community, including support groups, school trainings and educational offerings, outreach services, school affinity groups, and pride events. Baseline data collected 24-25 Fiscal Year with increases yearly in resources and supports.

**EXHIBIT B – PAYMENTS AND RATES**

CoastPride, Inc.  
FY 2024 – 2027

In consideration of the services provided by the Contractor in Exhibit A, the County shall pay the Contractor based on the following fee schedule:

**I. PAYMENTS**

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 3 of this Agreement, County shall pay Contractor in the manner described below:

For the term October 1, 2024, through June 30, 2027, the County shall pay Contractor up to a maximum of SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) for the provision of services as described in Exhibit A.

1. For the term October 1, 2024, through June 30, 2025, the County shall pay Contractor up to a maximum of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000).
2. For the term October 1, 2025, through June 30, 2026, the County shall pay Contractor up to a maximum of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000).
3. For the term October 1, 2026, through June 30, 2027, the County shall pay Contractor up to a maximum of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000).

	Year 1 (Oct '24 - Jun '25)		Year 2 (Jul '25 - Jun '26)		Year 3 (Jul '26 - Jun '27)	
Executive Director	.5 FTE	\$50,000.00	.5 FTE	\$75,000.00	.5 FTE	\$75,000.00
Programs and Outreach Lead	1 FTE	\$40,000.00	1 FTE	\$80,000.00	1 FTE	\$80,000.00
<b>Staffing Total</b>		<b>\$90,000.00</b>		<b>\$155,000.00</b>		<b>\$155,000.00</b>
Education & Visibility		\$32,000.00		\$6,000.00		\$6,000.00
Health & Wellness		\$30,000.00		\$30,000.00		\$30,000.00
Social Justice		\$10,000.00		\$6,000.00		\$6,000.00
Program Oversight		\$43,000.00		\$8,000.00		\$8,000.00
Sustainability		\$15,000.00		\$15,000.00		\$15,000.00
<b>Programs Total</b>		<b>\$130,000.00</b>		<b>\$65,000.00</b>		<b>\$65,000.00</b>
<b>Total Direct Costs</b>		<b>\$220,000.00</b>		<b>\$220,000.00</b>		<b>\$220,000.00</b>
15% Overhead		\$30,000.00		\$30,000.00		\$30,000.00
<b>Contract Total</b>		<b>\$250,000.00</b>		<b>\$250,000.00</b>		<b>\$250,000.00</b>

Contractor shall bill the County on the tenth (10<sup>th</sup>) business day of the month clearly itemizing expenditures and services delivered the previous month and subject to approval by the BHRS Manager.