

GRANT AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND THE CITY OF SOUTH SAN FRANCISCO

This Grant Agreement (“Agreement”) is entered into as of the Effective Date (defined herein) by and between the County of San Mateo, a political subdivision of the state of California (the “County”), and the City of South San Francisco (“Grantee”), (County and Grantee may be collectively referred to herein as “Parties” and individually as “Party”).

* * *

WHEREAS, since its emergence in early 2020, the COVID-19 pandemic has negatively impacted public health and the economy on a global scale, in the country and in San Mateo County; and

WHEREAS, the County has taken extensive steps to prevent and address the spread of the pandemic and to respond to the public health emergency and its negative economic impacts; and

WHEREAS, the County has received State and Local Fiscal Recovery Funds under the federal American Rescue Plan Act (“ARPA Funds”) which can be used among other applications to respond to the public health emergency and its negative economic impacts; and

WHEREAS, small businesses in the County have been impacted by the pandemic and its negative economic consequences, including through decreased revenue or gross receipts, financial insecurity, increased costs, capacity to weather financial hardship and/or challenges covering payroll, rent or mortgage, and other operating costs and have needs for technical assistance for business planning purposes; and

WHEREAS, the County wishes to establish a grant program to aid impacted small businesses within the County, known as the Small Business Post-Pandemic Recovery Grant Program (the “Program”) to be administered by certain cities to facilitate the distribution of grants under the Program in connection with responding to the pandemic and its negative economic impacts; and

WHEREAS, in furtherance of the County’s efforts in response to the COVID-19 public health emergency and its negative economic impacts, the Parties desire to enter into this agreement by which the County will, pursuant to the terms and conditions set forth in this Agreement, grant ARPA Funds to Grantee in the amount set forth herein for use exclusively for ARPA-eligible expenses incurred in connection with the Program.

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 – Program; Exhibit B – Grant Disbursement; and Attachment E - Additional Agreement Provisions.

2. Grant

Subject to the terms and conditions specified herein, the County hereby grants to Grantee a grant in a total amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00) in ARPA Funds (the “Grant”) provided that (i) in no event shall the County’s total fiscal obligation under this Agreement exceed the amount of the Grant; and (ii) Grantee shall only use the Grant for the Grant Purpose as set forth below in Section 3.

3. Grant Purpose

- a. The Parties agree that the purpose of the Grant is to provide funding exclusively for ARPA-eligible expenses reasonably and necessarily incurred in connection with the Program, as further set forth in Exhibit A (“Grant Purpose”). The Grant shall not be used for any other purpose without the prior written consent of the County.
- b. Grantee agrees that at no time will any Grant funds be used: (i) to attempt to influence the outcome of any specific public election, or to participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office; (ii) to attempt to influence the selection, nomination, election or appointment of any individual to any public office or office in a political organization within the meaning of Internal Revenue Code Section 527(e)(2); and/or (iii) for any activity that is in violation of federal, state, or local law or any effort to induce or encourage violations of law or public policy.

4. Grant Disbursement. See Exhibit B for terms and conditions relating to disbursement of the Grant.

5. Grantee’s Representations and Warranties

Grantee represents and warrants the following:

- a. Grantee shall use its best efforts to ensure that the Program serves small businesses that have been negatively impacted by the COVID-19 pandemic and its economic consequences and shall establish and implement protocols to verify that such individuals, households and/or small businesses are eligible for assistance under ARPA and maintain records of same. Grantee shall ensure that the Program is developed and operated in compliance with applicable law and regulations.
- b. Grantee has full power, authority, and legal right to execute and deliver this Agreement and all other agreements, documents, and instruments contemplated hereby or thereby and to incur and perform its obligations hereunder and thereunder.
- c. Grantee is not in default under or in violation of any indenture or agreement to which it is a party or by which it is bound, or any order, regulation, ruling, or requirement of a court or other public body or authority. No creditor has given Grantee a notice or threatened to give it any notice of default under any material agreement. No event has occurred and is continuing and no condition exists that would constitute an event of default or an event which, with the lapse of time or the giving of notice, or both, would become an event of default.
- d. No action, suit or proceeding (and to its knowledge, no investigation) is pending against Grantee before any court or administrative agency, (i) the outcome of which, by itself or taken together with other such litigation, would be reasonably expected to have a material adverse effect on Grantee’s business, assets, operations, or financial condition, or (ii) which purports to affect the legality, enforceability, or validity of this Agreement.
- e. Grantee is in material compliance with all federal, state and local laws, rules, regulations, ordinances, and orders applicable to it, including, without limitation, all applicable health and safety, environmental, and building and zoning laws.

- f. Grantee will submit an IRS W-9 Form to the County and such other documentation as reasonably requested by the County to facilitate disbursement of the Grant.

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

6. Reporting Requirements

Grantee shall provide the County with written quarterly reports, submitted electronically on Grantee's official letterhead to the attention of the person identified by the County in Section 13 of this Agreement, or their designee(s), detailing: (a) Program status and progress toward meeting the Grant Purpose; (b) expenditures to which the Grant funds have been applied as specified in Exhibit B; and (c) any further reporting reasonably requested by the County to effectuate the terms and conditions of the Grant. For purposes of this Agreement, the quarterly reporting periods while the Agreement remains in place are from January 1 through March 31, from April 1 through June 30, from July 1 through September 30, and from October 1 through December 31, and Grantee's quarterly reporting shall be due within seven (7) days after end of each quarter.

7. Relationship of Parties/Subaward

- a. Notwithstanding any publicity or other references to the County, the Parties understand and agree that any activities funded by the Grant are not performed by the Grantee or any other person or entity as an independent contractor of the County, or as an employee of the County, and that neither the Grantee, 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 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. 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. The Parties understand that the funds provided by the County under this Agreement are a subaward of ARPA Funds. (Fed. Award Id No. SFLRP0201; Asst. List No. 21027). This means that if Grantee expends more than \$750,000 in Federal awards during the fiscal year, Grantee agrees to submit to audit under the Single Audit Act and its implementing regulations at 2 CFR Part 200, Subpart F. This is not a research and development award.
- c. Because Grantee is receiving a subaward of ARPA Funds, the County must take steps to ensure that Grantee meets the audit requirements and uses the ARPA Funds in accordance with applicable laws, regulations, and award terms and conditions. Thus, Grantee agrees upon request to promptly (i) identify in writing to the County any ARPA, CARES Act, or other federal awards/subawards it has received within the past three years and amounts thereof; (ii) provide the County with a copy of any audit reports, including Single Audit reports, within the past three years; (iii) identify its respective current management personnel and systems; and (iv) identify any approved federally recognized indirect cost rate negotiated with the Federal Government. Unless an approved federally recognized indirect cost rate applies, the *de minimis* indirect cost rate (10%)

shall apply to the subaward.

- d. Grantee agrees to cooperate and assist with effective subrecipient monitoring by the County to ensure compliance with all terms and conditions of ARPA 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 July 1, 2023 and continue in effect through June 30, 2024, subject to all Grantee 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. Grantee understands and agrees that, to the extent all Grant funds are not expended or disbursed at the time of termination, Grantee must promptly return all unexpended funds to the County, and any unexpended or undisbursed funds at the time of termination shall be forfeited.

County may suspend and/or terminate this Agreement if Grantee fails to comply with the terms of this Agreement (including breach of any representation and warranty provided herein) and may, in its sole discretion, withhold or cancel pending and future disbursements of funds and/or require Grantee to return some or all funds disbursed under this Agreement.

See Attachment E for additional terms of termination.

9. Duty to Defend, Indemnify and Hold Harmless

Pursuant to Government Code Section 895.4, Grantee shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services funded under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including as to Grantee or its respective employees/officers/agents;

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

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

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Grantee's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Grantee to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

10. Insurance

a. **General Requirements**

Grantee shall not commence work funded under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Grantee shall use diligence to obtain such insurance and to obtain such approval. Grantee shall furnish County with certificates of insurance evidencing the required coverage, or adequate proof of self-insurance pursuant to Government Code Section 989, *et seq.*, and there shall be a specific contractual liability endorsement extending their coverage to include the contractual liability assumed by Grantee pursuant to this Agreement. These certificates (or equivalent proof of statutory self-insurance) shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. **Workers' Compensation and Employer's Liability Insurance**

Grantee shall have in effect during the 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 the performance of work funded under this Agreement.

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 funded by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Grantee's operations under this Agreement, whether such operations be by Grantee, any contractor, anyone directly or indirectly employed by them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

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

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

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

11. Assignability and Subcontracting

Grantee shall not assign this Agreement or any portion of it to a third party. Any such assignment or subcontract without County’s prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice and the County shall have the right to a refund of all funds disbursed under this Agreement. This provision shall not prohibit Grantee from retaining service providers to provide services in connection with the Program.

12. Compliance With Laws

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

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 Grantee, to:
Justin Mates 400 County Center, 1st Floor Redwood City, CA 94063 (650) 363-4136 jmates@smcgov.org	City of South San Francisco Ernesto Lucero/Economic Development Coordinator 400 Grand Avenue, P.O. Box 711 South San Francisco, CA 94083 (650) 829-6620 (650) 829-6648 Ernesto.Lucero@ssf.net

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

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

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 Grantee City of South San Francisco:

(signature)
Authorized Representative
Grantee

Date

Name of Grantee

(please print name)
Authorized Representative
City

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- Program

The Program is designed to mitigate financial hardship and to help prepare COVID-impacted small businesses, including retail and restaurant businesses, to meet post-pandemic customer expectations through technical assistance trainings, consultations, and a grant program operated by the three participating pilot cities. Eligible impacted small businesses may use their grants to pay for past due rent, payroll, utilities, or small equipment purchases to sustain operations.

Grantee, as one of the three participating pilot cities, shall complete the following tasks within nine (9) months of the Effective Date.

- 1. Program Details.** Grantee shall finalize all grant program details, which must, at minimum, include the following:
 - a. Determine grant amount(s), which in all cases must be reasonably proportional to the harm suffered by the qualifying small business recipient and shall not exceed \$5,000 per impacted small business.
 - b. Establish eligibility criteria for impacted small businesses; provided, however, that all recipients of assistance under the Program must (i) be a small business—defined, for these purposes, to mean a business having no more than 15 employees (or 3 employees who earn less than 65% of AMI in San Mateo County), that is independently owned and operated, earns less than \$3 million in annual gross income, and that is not dominant in its field of operation; (ii) have, where required, a valid business license; (iii) have a currently operating physical business address within Grantee’s jurisdictional boundaries; and (iv) have suffered financial hardship as a result of the COVID-19 pandemic.
 - c. In coordination with Renaissance Entrepreneurship Center, create an outreach program/strategy designed to raise awareness of the Program among qualifying small businesses and distribute materials in languages in which outreach is provided.
 - d. Design an application process that is accessible to eligible impacted small businesses.
 - e. Establish a grant administration process, which process could include contracting with a third-party administrator for such services, provided that Grantee shall employ controls to ensure that costs for the third-party administrator are reasonable and necessary.
- 2. Written Summary of Program Details.** Within 60 days after the Effective Date, Grantee shall provide a written summary of the Program details determined above in Section 1 of this Exhibit A to the County Project Manager (County shall notify Grantee of designated County Project Manager and their contact information), the Good City Company Program lead, and the other pilot city leads to share information, discuss design logic, review any common issues or concerns with implementation of the Program.
- 3. Implementation and Disbursement.** Grantee shall implement the Program and distribute cash grants according to the Program details determined above in Section 1 of this Exhibit A.

4. Records. Grantee shall maintain records of all eligible small businesses receiving grants, to include the following information:

- a. Type of small business
- b. Small business owner demographics, including racial and ethnic background and gender
- c. Summary of how impacted small businesses used the grant funds received

5. Monthly Updates. Grantee shall meet with County Project Manager monthly to provide updates regarding the Program, including status of Program roll-out, number of grants distributed to impacted small businesses to date, and review of any outstanding issues or concerns.

6. Final Report. After all grants are awarded to impacted small businesses, Grantee shall provide a summary report that includes, at minimum, demographic information of grant recipients, types of businesses assisted, comments/feedback from five or more grantees, and any additional information requested by County.

7. Cooperation. Grantee agrees to cooperate with the County to determine and carry out other responsibilities as agreed upon between the County and Grantee to implement the Program.

Exhibit B – Grant Disbursement

- a. **Installments.** 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 two installments of \$50,000 each, with the first installment disbursed after the Effective Date and within 30 days of receipt of Grantee’s disbursement request. The second installment shall be disbursed, subject to the True-Up Process specified below in Section (d), on or before December 31, 2023, following the County’s approval of Grantee’s written request(s) for disbursement. In no event shall the County’s disbursements exceed the total amount of the Grant.
- b. **Disbursement Requests.** Grantee’s written requests for disbursement and cost reporting shall (i) be submitted electronically to the County on Grantee’s official letterhead to the attention of the person identified in Section 13 of this Agreement, or their designee(s), and (ii) include the date of the request, disbursement amount per the specified installments (as applicable), and this Agreement’s number.
- c. **Quarterly Cost Reporting.** Grantee’s quarterly reporting required under Section 6 of this Agreement shall also include Grantee’s actual costs incurred for the Program for the preceding quarter with supporting documentation for such costs to which the Grant funds have been applied, including without limitation, invoices, receipts, payroll, and activity logs sufficient to substantiate the costs. 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. Grantee shall include a written certification that the costs were actually incurred for the Program and that the supporting documentation is true, correct and complete.
- d. **True-Up Process.** The County shall review Grantee’s quarterly cost reporting and supporting documentation and periodically reconcile the actual Program costs reported and substantiated with the amount of the disbursed installments of the Grant. To the extent that Grantee’s reasonable and necessary, actual costs of the Program incurred *exceed* the amount of the prior installment of the Grant, the excess amounts may be applied or otherwise credited against future installments of the Grant; to the extent that Grantee’s reasonable and necessary, actual costs of the Program incurred are *less than* the amount of the prior installment of the Grant, the County may adjust the amount of later installments accordingly. In no event, however, shall the County’s total disbursements exceed the total amount of the Grant. The County’s disbursement of the second installment of the Grant is conditioned upon Grantee’s compliance with its quarterly cost reporting obligations and other terms and conditions of this Agreement. Grantee shall promptly return to County any amount of the Grant that has not been spent as of June 30, 2024.
- e. **Indirect cost rate.** Grantee confirms it does not have an approved federally recognized indirect cost rate and, as such, the allocable indirect costs against the Grant funds may be charged at a rate not to exceed the 10% *de minimis* federal indirect cost rate.

Attachment E – Additional Agreement Provisions

A. Termination

This Agreement may be terminated by Grantee or by the County Executive or their 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, Grantee 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 or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Grantee as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Grantee notice of the alleged breach. Grantee 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 Grantee 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. Subject to availability of funding, Grantee shall be entitled to receive payment on a prorated basis for work/services actually completed and delivered prior to termination of the Agreement and for which there is no dispute.

B. Retention of Records; Right to Monitor and Audit

(1) Grantee agrees to maintain records and financial documents for five years after termination of the Agreement and agrees to cooperate with the County to provide or make available such records to the US Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office ("GAO"), US Treasury's Office of Inspector General, and the Pandemic Relief Accountability Committee. Grantee shall be subject to examination and/or audit by County, a Federal agency, and the State of California.

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

(3) 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.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Grantee acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(5) Grantee shall cooperate with the County to ensure compliance with the American Rescue Plan Act and its implementing rules, regulations, reporting and recordkeeping requirements, including without limitation cooperation, as requested, in connection with the County's preparation

of Interim Reports, Project and Expenditure Reports and Recovery Plan Performance Reports and any other reports required by the US Treasury.

C. Merger Clause; Amendments

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

D. Dispute Resolution; 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. In the event of breach or other dispute arising out of this Agreement, County reserves the right to pursue all remedies, legal, contractual, administrative or otherwise against Grantee, including the recovery of any sanctions and penalties authorized by law.

E. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Grantee is required to verify that none of Grantee's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) Grantee agrees to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, throughout the term of this Agreement and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by County. If it is later determined that the Grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. Procurement of Recovered Materials

In the performance of this contract, Grantee shall make maximum use of products containing recovered materials that are United States Environmental Protection Agency ("EPA")-designated items unless the product cannot be acquired. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. Grantee also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

G. Clean Air Act and Water Pollution Act Compliance

(1) Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act, as amended 33 U.S.C. 1251. et. seq.

(2) Grantee agrees to report each violation to the County understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

H. Compliance with the Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

I. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file with the County the required certification (see below). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of

Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The required certification shall state the following (see 44 C.F.R. Appendix A to Part 18):

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Grantee understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Grantee's Authorized Official

Name and Title of Grantee's Authorized Official

Date