

Agreement No. _____

Board Resolution No. _____

**GRANT AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND CITY OF SAN MATEO**

This Grant Agreement (the "Agreement") is entered into this ____ day of _____ 2026 by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and City of San Mateo, a charter city and municipal corporation of the State of California, hereinafter called "Grantee." County and Grantee may be collectively referred to herein as "Parties" and individually as "Party".

* * *

WHEREAS, Grantee has requested a grant from the County for the public purpose of funding its Juvenile Justice Case Management Program; and

WHEREAS, the County has approved the grant of certain funds to Grantee pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and benefits set forth herein, the sufficiency of which is hereby acknowledged, it is agreed by the Parties 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—Grant Purpose
- Exhibit B—Grant Disbursement

2. Grant

Subject to the terms and conditions specified herein, County hereby grants to Grantee a total sum not to exceed FOUR HUNDRED TWENTY ONE THOUSAND ONE DOLLARS AND ZERO CENTES (\$421,001) (the "Grant") in consideration of and on the condition that the Grant be expended solely for the Grant Purpose as specified in Exhibit A, and in no event shall the County's total fiscal obligation under this Agreement exceed this amount. The Grant shall be disbursed in accordance with the terms and conditions specified in Exhibit B.

3. Grantee's Representations and Warranties

Grantee represents and warrants the following:

- a. Grantee shall ensure that the Grant is expended in compliance with applicable law and regulations.
- b. Grantee has full power, authority, and legal right to execute and deliver this Agreement and all other agreements, documents, and instruments contemplated hereby or thereby and to incur and perform its obligations hereunder and thereunder.
- c. Grantee is not in default under or in violation of any indenture or agreement to which it is a party or by which it is bound, or any order, regulation, ruling, or requirement of a court or other public body or authority. No creditor has given Grantee a notice or threatened to give it any notice of default under any material agreement. No event has occurred and is continuing and no condition exists that would constitute an event of default or an event which, with the lapse of time or the giving of notice, or both, would become an event of default.
- 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

Agreement No. _____

Board Resolution No. _____

business, assets, operations, or financial condition, or (ii) which purports to affect the legality, enforceability, or validity of this Agreement.

- e. Grantee is in material compliance with all federal, state and local laws, rules, regulations, ordinances, and orders applicable to it, including, without limitation, all applicable health and safety, environmental, and building and zoning laws.
- f. Grantee will submit an IRS W-9 Form to the County and such other documentation as reasonably requested by the County to facilitate disbursement of the Grant.

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

4. Term & Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2026 through June 30, 2028. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future grants.

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

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

5. Relationship of Parties

Notwithstanding any publicity or other references to the County, Grantee understands and agrees that any work funded by the Grant is not performed by Grantee as an independent contractor of the County or as an employee of County and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of County contractors or County employees. Grantee acknowledges and agrees that it is not, and will not hold itself out as, an agent, partner, or co-venturer of the County, and that this Agreement is not intended to and does not create an agency, partnership, or joint venture between the Parties.

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

Agreement No. _____

Board Resolution No. _____

damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

7. Insurance

a. General Requirements

Prior to its receipt of any funds pursuant to this Grant Agreement, Grantee shall obtain all insurance required under this Section and such insurance shall be subject to the approval by County's Risk Management, and Grantee shall use diligence to obtain such insurance and to obtain such approval. Grantee shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Grantee's coverage to include the contractual liability assumed by Grantee pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Grantee shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Grantee certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing or continuing the performance of Project work for which it would receive grant funds.

c. Liability Insurance

Grantee shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Grantee and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Grantee's operations under this Agreement, whether such operations be by Grantee, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- Comprehensive General Liability... \$1,000,000
- Motor Vehicle Liability Insurance... \$1,000,000
(To be checked if motor vehicle used in performing services)
- 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,

Agreement No. _____

Board Resolution No. _____

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.

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

10. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

Grantee shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Grantee’s equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Grantee shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

Agreement No. _____

Board Resolution No. _____

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

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

e. **Discrimination Against Individuals with Disabilities**

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

f. **History of Discrimination**

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

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

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

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

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

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

11. **Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Grantee certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of

Agreement No. _____

Board Resolution No. _____

San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

12. Compliance with County Employee Jury Service Ordinance

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

13. Retention of Records; Right to Monitor and Audit

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

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

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

14. Merger Clause; Amendments

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

15. 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

Agreement No. _____

Board Resolution No. _____

venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:	In the case of Grantee, to:
County Executive's Office Contracts Unit 500 County Center -5 th Floor Redwood City, CA 94063 Email: eorozco1@smcgov.org Phone: (650) 295-3680	Ed Barberini, Police Chief 200 Franklin Parkway San Mateo, CA 94403 (650) 522-7700 police@cityofsanmateo.org

17. Electronic Signature

Both County and Grantee 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.

Agreement No. _____

Board Resolution No. _____

* * *

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:

Ed Barberini

(signature)
Authorized Representative
Grantee

6/16/2026

Date

City of San Mateo

Name of Grantee

Ed Barberini

(please print name)
Authorized Representative
Grantee

For County:

(Signature)
Authorized Designee
County of San Mateo

Date

CHIEF FINANCIAL OFFICER

Job Title (please print)

ROBERTO MANCHIA

(please print name)
Authorized Designee
County of San Mateo

Budget Unit

Agreement No. _____

Board Resolution No. _____

Exhibit A- Grant Purpose

The County and Grantee agree that the Grant shall only be used to further the purposes and goals of the Project as set forth herein.

Grantee will work with the San Mateo Youth Services Bureau of the YMCA of San Francisco (“San Mateo Youth Services Bureau”), pursuant to their Memorandum of Understanding (MOU), on the Juvenile Justice Case Management Program (“Program”), formally known as Juvenile Diversion. The Program is an alternative for juvenile offenders and its goal is to divert each selected youth offender from further criminal behavior.

Grantee will assign a point person from the San Mateo Police Department to make referrals to the Program, whose duties will entail:

- Communicating regularly with the Intake Coordinator at the San Mateo Youth Service Bureau.
- Make decisions about the eligibility and appropriateness of juvenile-justice involved youth to be referred to the clinical case management segment of the Program.
- Ensure sufficient referrals are made to the clinical case manager.

Grantee will ensure that the Youth Services Bureau provides staff, including a part-time (20 hours/week) bilingual case manager, and the following case management services:

- Provide individual and/or family counseling to youth arrested for minor offenses referred by Contractor as eligible for the mandated diversion counseling program, including supervising monthly Diversion classes;
- Provide case management and service linkages to youth and families referred;
- Conduct a psycho-social assessment to determine emotional, behavioral or mental health issues.
- Consult with teachers, school counselors, and school psychologists as needed;
- Maintain confidential clinical charts in compliance with HIPPA requirements;
- Abide by all applicable legal and ethical standards, including HIPPA laws, ensuring all hiring criteria and procedures, such as fingerprint clearance and criminal background checks, are met by all staff and volunteers and becoming familiar with State and District policies.

Annual Data Report: Grantee will provide the County with the following data and performance measures annually and no later than May 31st of each year the Agreement remains in place:

For the prior reporting period year, provide:

- Total number of youths referred to the Program.
- Total number referred that actively participated in the Program, including the status of their 3-month and 6-month recidivism checks.
- Total number of referred youths that did not participate, including reasons for not participating.

Since inception of the Program, provide:

- Total number of youths referred to the Program.
- Total number of participants who successfully completed the program.
- Total number of participants who failed to complete the program, including numbers who failed due to an arrest, not fulfilling conditions of the Program, or any other relevant reason.
- Total number of participants who re-offended.

<u>Performance Measure</u>	<u>Target</u>
Provide the County an annual data report outlining the status of the program.	100% Complete
Provide case management services to referred youth participants.	100% Complete

Agreement No. _____

Board Resolution No. _____

Exhibit B – Grant Disbursement

1. Subject to Grantee’s compliance with the terms and conditions of the Agreement and the procedures specified herein, the County shall disburse to Grantee Grant funds totaling \$421,001 in four (4) lump sum installment payments to be disbursed in accordance with the terms stated herein and within 30 days of the County’s receipt and approval of Grantee’s written disbursement request.

The disbursement schedule will align with the payment schedule in the MOU between the Youth Service Bureaus of the Urban Services Branch of the YMCA of San Francisco and Grantee, by and through the San Mateo Police Department, and is \$207,715 for fiscal year 2026-27, and \$213,286 for fiscal year 2027-28. During each fiscal year, 50% of the total Program cost will be invoiced both in December and May, as follows:

- 1st Installment for \$103,857.50 payable December 2026.
- 2nd Installment for \$103,857.50 payable May 2027.
- 3rd Installment for \$106,643 payable December 2027.
- 4th Installment for \$106,643 for the remainder of the grant payable May 2028.

Program costs are set forth in the following table:

PAL Program Clinical Case Management		2025-26	2026-27	2027-28
MFT or Social Worker Clinical Case Manager (Full Time)	35 hours a week: Includes individual and group supervision, paperwork completion time & travel	\$80,041	\$82,443	\$84,916
Clinical Supervisor for full-time case manager	3.75 hours/week: 3 hours direct clinical supervision labor and .75 hours of documentation review and cosigning	\$13,170	\$13,565	\$13,972
MFT or Social Worker Clinical Case Manager (Part Time Bilingual)	20 hours a week: Includes individual and group supervision, paperwork completion time & travel	\$37,020	\$38,131	\$39,275
Clinical Supervisor for part-time case manager	1.875 hours/week: 1.5 hours direct clinical supervision labor and .375 hours of documentation review and cosigning	\$6,585	\$6,782	\$6,986
401K retirement benefits 12%		\$16,418	\$16,910	\$17,418
Medical Benefits	Full Time Clinical Case Manager and Clinical Supervisor: \$9101*1.125 FTE	\$10,239	\$10,239	\$10,239
Medical Benefits	Part Time Clinical Case Manager and Clinical Supervisor: \$9101*.625 FTE	\$5,688	\$5,688	\$5,688
Subtotal Salaries and Benefits		\$169,161	\$173,758	\$178,493
Mileage for field services		\$4,500	\$4,500	\$4,500
Program and Office Supplies		\$340	\$340	\$340
Electronic Health Care Records Database		\$929	\$929	\$929
Licenses		\$340	\$340	\$340
Subtotal Operating Expenses		\$6,109	\$6,109	\$6,109
Indirect Expenses (Admin, Overhead, Payroll)		\$27,038	\$27,849	\$28,684
Total Program Cost		\$202,307	\$207,715	\$213,286

Agreement No. _____

Board Resolution No. _____

2. Grantee's disbursement requests shall (i) be submitted electronically to the County on Grantee's official letterhead to County Executive's Office, Attention: Michael P. Callagy, 500 County Center, 5th Floor, Redwood City, CA 94063, (ii) include the date of the request, disbursement amount and this Agreement's number; (iii) and be submitted together with the reporting required for the current year as specified in Exhibit A Annual Data Report and Performance Measures listed above. An electronic copy of the request for annual grant disbursement can be sent electronically to CEO_AP_Inbox@smcgov.org.
3. The County shall review Grantee's disbursement requests, reporting, and supporting documentation and periodically reconcile the actual Project costs reported and substantiated with the amount of the disbursed installments of the Grant. Grantee shall promptly return to County any amount of the Grant that has not been spent as of the termination of the Agreement, and/or that is remaining after completion of the Project.
4. In no event shall the County's maximum fiscal obligation under this Agreement exceed the amount of the Grant set forth in Section 2 of the Agreement.