

Agreement No. \_\_\_\_\_

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE CHILD CARE COORDINATING COUNCIL OF SAN MATEO COUNTY**

This Agreement is entered into this 12th day of November, 2024, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and the Child Care Coordinating Council of San Mateo County, hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of preserving, expanding, and improving child care infrastructure across the county.

**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—Services
- Exhibit B—Payments and Rates
- Exhibit C – Quarterly and Annual Report Template

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed \$750,000, unless the County exercises its option provided in Section 4 of this Agreement, in which case the County's total fiscal obligation under this Agreement shall not exceed: \$1,000,000 if extended for July 1, 2027 to June 30, 2028, and \$1,250,000 if extended for July 1, 2028 to June 30, 2029. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

#### **4. Term**

Subject to compliance with all terms and conditions, the initial term of this Agreement shall be from November, 12, 2024, through June 30, 2027. The County may, in its sole discretion, exercise an option to extend the term for up to two (2) additional one-year terms (from (i) July 1, 2027 to June 30, 2028 and (ii) from July 1, 2028 to June 30, 2029) under the same terms and conditions set forth in this Agreement. The Deputy County Executive may exercise the County's option by providing written notice to Contractor at least thirty (30) calendar days prior to the expiration of the initial term of the Agreement, or thirty (30) calendar days prior to the expiration of the first option, if applicable.

#### **5. Termination**

This Agreement may be terminated by Contractor or by the Deputy County Executive or designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

#### **6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor 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 Contractor or its 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 Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

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

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

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. 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.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County’s Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor’s coverage to include the contractual liability assumed by Contractor 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**

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

**c. Liability Insurance**

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

(a) Comprehensive General Liability.....\$1,000,000

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

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately

declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, 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, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**12. 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**

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

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to

discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

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

Contractor 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 Contractor'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 Contractor 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**

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

Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor under this Agreement or any other agreement between Contractor and County.

#### **h. Compliance with Living Wage Ordinance**

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

#### **13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor 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 Contractor, 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 Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor 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, Contractor 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); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

#### **14. Retention of Records; Right to Monitor and Audit**

(a) Contractor 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 Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

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

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

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

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

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or 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:

Name/Title: Justin Mates, Deputy County Executive  
Address: 500 County Center 5<sup>th</sup> Floor, Redwood City, CA 94063



Telephone: (650) 363-4136  
Email: [jmates@smcgov.org](mailto:jmates@smcgov.org)

In the case of Contractor, to:

Name/Title: David Fleishman, Executive Director  
Address: 4Cs of SMC - 330 Twin Dolphin Drive Suite 119  
Telephone: (650) 678-0773  
Facsimile: (650) 596-5103  
Email: [cpadilla@sanmateo4cs.org](mailto:cpadilla@sanmateo4cs.org)

### **18. Electronic Signature**

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

### **19. Payment of Permits/Licenses**

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

### **20. Prevailing Wage**

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Child Care Coordinating Council of San Mateo County**

DocuSigned by:  
*David Fleishman*  
FC13B1AF4D33409...

10/31/2024

David Fleishman

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

### **Exhibit A – Description of Services**

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

Build Up San Mateo County, an initiative housed at 4Cs of SMC, is committed to addressing the shortage of child care facilities, particularly in underserved communities, including but not limited to low-income families, women of color, immigrants, and small business owners. Build Up focuses on preserving, expanding, and improving child care infrastructure across the county.

The Contractor will create and operate a grant program for child care facilities to apply for funding to do renovations, repair, expansion, retrofit and sustainability-related facility improvements.

Contractor will use Measure K funds to support Build Up San Mateo County's child care facility grant program, and will specifically accomplish the following grant administration activities:

- 1) Develop a grant application process and raise awareness about the application among child care facilities, particularly in underserved communities,
- 2) Establish evaluation criteria prioritizing facilities serving low-income areas, as identified by the San Mateo County Child Care Needs Assessment.
- 3) Conduct site assessments to evaluate the specific needs of each facility, with a focus on low-income areas.
- 4) Administer grants and provide technical assistance, including workshops and one-on-one support, to ensure providers can successfully apply for and use the grants.
- 5) Launch the nation's first early childhood climate action plan, based in San Mateo County.
- 6) Contractor will administer at least 2 grants to childcare providers per year in each of the below three categories, with the potential for additional grants depending on project scope and costs. The number of grants awarded annually may vary based on available funds and the financial requirements of each project. The three categories are listed below:
  - a) Category 1: Renovations, Repair and Expansion
  - b) Category 2: Disaster Preparedness Retrofits
  - c) Category 3: Sustainability and Climate Resilience
- 7) Contractor will provide reporting to the County, refer to Exhibit C

More information about each category is provided below:

#### **Category 1: Renovations, Repair, and Expansion**

- **Structural Renovations**
  - *Upgrading Existing Spaces:* Renovations to classrooms, kitchens, or play areas to enhance safety, accessibility, and the overall learning environment. Improvements may include child-safe materials, upgraded lighting, or replacing worn flooring.
  - *ADA Compliance:* Modifications to support compliance with the Americans with Disabilities Act (ADA), such as wheelchair ramps, accessible bathrooms, and widened doorways.
  - *Safety Features:* Funds may be used for fire safety upgrades like adding sprinkler systems, smoke alarms, and secure entry systems to ensure the facility meets current safety regulations.
  - *HVAC and Ventilation Systems:* Funds may be used to improve or replace HVAC systems, contributing to cleaner air and comfortable temperatures for both children and staff, particularly in areas impacted by extreme weather or poor air quality.
- **Repairs**

- *Routine Maintenance*: Address necessary repairs, such as leaky roofs, broken windows, plumbing issues, or electrical hazards, ensuring the facility remains safe and operational.
  - *Infrastructure Improvements*: Repair or upgrade essential infrastructure, including water, sewage, and electrical systems, to accommodate an increasing number of children and staff.
- **Expansion**
  - *Adding New Classrooms*: Funds could be used to construct additional classrooms or infant/toddler care spaces, addressing the high demand for these services.
  - *Outdoor Play Areas*: Expand or enhance outdoor play spaces with age-appropriate playground equipment, shaded areas, and safe surfaces.
  - *Specialized Areas*: Create or expand dedicated areas for specific programs, such as sensory rooms, quiet spaces, or art and music studios to support children’s developmental needs.
- **Energy Efficiency and Sustainability**
  - *Solar Panels & Sustainable Building Materials*: Install solar panels to reduce energy costs and incorporate green building materials in renovations, promoting sustainability and reducing the facility’s carbon footprint.
  - *Energy-Efficient Windows and Insulation*: Install energy-efficient windows, insulation, and lighting to lower energy consumption and reduce long-term operating costs.
- **Licensing and Regulatory Compliance**
  - *Upgrading to Meet Licensing Requirements*: Renovations may be needed to meet state and local licensing standards, such as improving teacher-to-child ratios, creating appropriate spaces for different age groups, and meeting health and safety codes.
- **Accessibility for Low-Income Families**
  - *Inclusive Renovations*: Prioritize updates to create a welcoming, inclusive environment, with a focus on the needs of low-income families. This may include private consultation spaces or expanding food service areas to accommodate nutrition programs for underserved children.

**Category 2: Disaster Preparedness Retrofits**

Facilities may consider upgrades to improve disaster preparedness, including:

1. installing fire alarms, earthquake-resistant structures, and other safety features to protect children and families during emergencies.
2. These improvements should prioritize underserved communities to ensure equitable access to secure environments during crises.

**Category 3: Sustainability and Climate Resilience**

Facilities may implement projects that enhance sustainability and climate resilience, particularly in underserved communities. These efforts may include:

1. increasing tree canopies to create shaded play areas
2. installing energy-efficient electric water heaters
  1. upgrading HVAC systems, and
  2. adding air purifiers to improve indoor air quality.
3. Additionally, expanding outdoor classroom spaces can provide safer, adaptable learning environments in response to changing climate conditions.

**Exhibit B – Performance Measures and Payments**

In accordance with the terms of this Agreement, Contractor will provide, or cause to be provided the services detailed in Exhibit A and will report back to the County regarding various performance measures including, but not limited to, those noted below. Such reporting data shall be delivered to the County no later than the dates outlined below. In addition, Contractor agrees to provide descriptive information about the services funded by the Measure K upon reasonable request of the County, including, but not limited to, the County Executive’s Office or designee(s).

<b><u>Performance Measures</u></b>	<b><u>Target</u></b>
Disbursing funds to childcare facilities and projects by the end of each fiscal year.	100% of annual funds disbursed
Ensuring that Contractor’s grant recipients utilize their funding.	Within 12 months of entity receiving funding
Improving the quality of childcare and children’s experience by improving the facilities’ physical space via renovation.	Complete
Collecting annual testimonials from childcare facilities receiving funding, including photos and feedback from parents or children (where appropriate) to capture the grant’s impact.	Complete

**Payments and Invoices**

Pursuant to Section 3 of the Agreement, the County’s fiscal obligation shall not exceed \$750,000, unless the County exercises its option provided in Section 4 of this Agreement, in which case the County’s total fiscal obligation under this Agreement shall not exceed: \$1,000,000 if extended for July 1, 2027 to June 30, 2028, and \$1,250,000 if extended for July 1, 2028 to June 30, 2029.

Contractor may invoice County for up to \$250,000 each year the Agreement is in effect. The Contractor plans to utilize the Measure K funds in the following manner annually; the number of grants awarded annually may vary based on available funds and the financial requirements of each project. In no event will Contractor invoice County for more than \$35,000 in administrative fees per Agreement year.

- **Grants - \$195,000**
  - Renovations, Repair, and Expansion: \$120,000 (8-12 projects, with a focus on infants and toddlers).
  - Disaster Preparedness Retrofits: \$30,000 (2-4 projects).
  - Sustainability & Climate Resilience Initiatives: \$45,000 (5-10 projects).
- **Community Outreach & Technical Assistance: \$20,000**
  - Includes hosting 1 workshop, developing a checklist/guide, and providing assistance to 9-26 providers annually) as well as outreach materials.
- **Administrative Fees: \$35,000 (14%)**
  - Administrative fees consist of staff time working on the project described in Exhibit A, at the rates show below.

Staff Position	Hourly Rate
Director	\$200
Grant Administrator	\$200

The payment schedule is as follows:

- Payment 1: Contractor may submit an invoice requesting an advance payment of up to 50% of the first year’s payment amount (\$125,000), to cover reasonable and necessary start up activities, upon execution of this Agreement, which payment amount is subject to payment reconciliation as set forth herein.
- All future payments will follow the schedule for quarterly invoice submissions outlined in Table 1 below and will depend on provision of information as outlined below. Invoice 2 should include information and documentation supporting how funds received in Payment 1 were spent before the County will make any reimbursement under Invoice 2.

County will remit payment to Contractor within 30 days of receipt and approval of an adequate invoice by the County Executive’s Office, Accounting Unit. County shall have the right to withhold payment if County determines the quantity and/or quality of the work performed is unacceptable.

Invoices should be submitted quarterly in accordance with Table 1; Contractor may invoice for up to \$250,000 per year for each year the Agreement is in effect. Contractor shall provide a description of quarterly expenses, evidence of work performed, or of costs incurred, including, but not limited to, performance measures, timesheets, activity logs, copies of bills, and/or packing slips. Contractor shall include the quarterly report template (Exhibit C) when submitting invoices. Each invoice shall identify the amount invoiced to the County for the relevant Agreement year, as well as the total amount invoiced to the County under this Agreement. Contractor shall include a written certification that the costs were actually, reasonably and necessarily incurred for the Project described in Exhibit A and that the supporting documentation is true, correct and complete. All invoices shall include the agreement number, project location, dates of service and specified work completed.

County shall review Contractor’s supporting documentation and periodically reconcile (aka true up) the actual costs and services reported and substantiated with amounts paid (including as to any advance payments). To the extent that Contractor’s reasonable and necessary, actual costs incurred exceed the amount of any prior payments, the excess amounts may be applied or otherwise credited against future payments; to the extent that Contractor’s reasonable and necessary, actual costs incurred are less than the amount of the prior payments, the County may adjust the amount of later payments accordingly. Contractor agrees to cooperate with the County to reconcile expenditures against any advance payments.

**Table 1:**

Reporting Period		Due Date for Invoices w/ supporting documentation and Quarterly Reports. 4 <sup>th</sup> Quarter report will count as the annual report.
Q1	July	October 20 <sup>th</sup> – N/A
	August	
	September	
Q2	October	January 20 <sup>th</sup>
	November	
	December	
Q3	January	April 20 <sup>th</sup>
	February	
	March	
Q4	April	Annual Report: June 20 <sup>th</sup> (due early due to year end processes)

In the case the 20<sup>th</sup> is a holiday or weekend, submit on the following business date.

<b>Remit invoices to:</b>	<b>Remit reports to:</b>
County Executive’s Office Accounting 500 County Center, 5 <sup>th</sup> Floor Redwood City, CA 94063 Email: <a href="mailto:CEO_AP_Inbox@smcgov.org">CEO_AP_Inbox@smcgov.org</a> w/ cc to <a href="mailto:Irene.Pasma.ipasma1@smcgov.org">Irene.Pasma.ipasma1@smcgov.org</a> Phone: (650) 363-1810	County Executive’s Office Justin Mates, Deputy County Executive 500 County Center, 5 <sup>th</sup> Floor Redwood City, CA 94063 Email designee, Irene Pasma: <a href="mailto:jpasma1@smcgov.org">jpasma1@smcgov.org</a>

**Exhibit C – Quarterly/Annual Report Template**

In quarterly and annual reports, the Contractor shall submit Tables 2 and Table 3; these tables are cumulative: each report should build on the table from the previous reporting period.

Testimonials, photos are to be submitted annually. The Q4 report is the annual report, refer to table 1 for schedule.

**Table 2:** Application submissions and technical assistance

	<b>Total number applications received</b>	<b># of providers who received technical assistance (9-26 annually)</b>	<b># workshops held (1 per year)</b>
<b>Q1</b> 2024 July-Sept	N/A	N/A	N/A
<b>Q2</b> 2024 Oct-Dec	N/A	N/A	N/A
<b>Q3</b> 2025 Jan-March			
<b>Q4</b> 2025 April-June			
<b>Q1</b> July-Sept 2026			
<b>Etc.</b>			

**Table 3** Disbursement and utilization

- Category 1: Renovations, Repair and Expansion
- Category 2: Disaster Preparedness Retrofits
- Category 3: Sustainability and Climate Resilience

<b>Quarter &amp; Year</b>	<b>Childcare Facility Name</b>	<b>Funding Category (1, 2 or 3)</b>	<b>Amount requested</b>	<b>Amount awarded</b>	<b>Total number children impacted</b>	<b>Grantee spent the funds (Y/N)*</b>

- *The table above should include facilities whose applications were declined by putting “0” in the “amount awarded” column*
- *It is expected in early reports, this row will say “N” for a facility and in future reports, it will be switched to “Y” upon Build Up confirming the facility had spent their awarded funds*

**Narrative:**

*Include a 1-2 paragraph update, i.e. development of grant application process, attendance of technical assistance workshop, updates on the climate action plan. On an annual basis, this section will include testimonials and photos.*