

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

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CLIMATE RESILIENT COMMUNITIES**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Climate Resilient Communities, a nonprofit 501(c)(3) organization, hereinafter called "Contractor." County and Contractor may be collectively referred to herein as "Parties" and individually as a "Party."

\* \* \*

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, Contractor has applied to the County seeking a grant for the purpose of funding the matters set forth in its Project described in Exhibit A (the "Grant"), which serves a public purpose; and

WHEREAS, the County has approved the grant of certain funds to Contractor to provide services in connection with the Project pursuant to the terms set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual obligations of the Parties hereto, and the consideration provided herein, the sufficiency of which is hereby acknowledged, it is agreed by the Parties to this Agreement as follows:

**Now, therefore, it is agreed by the Parties to this Agreement as follows:**

**1. Exhibits and Attachments**

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

- Exhibit A—Project Services
- Exhibit B—Project Budget, Payments and Rates

**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 Four-Hundred Ninety-Five-Thousand, Dollars and Zero Cents (\$495,000.00), One-Hundred Sixty-Five-Thousand Dollars and Zero Cents (\$165,000) of which will be made available in each of the County's following fiscal years (June 30-July 1): Fiscal Year 24-25, FY25-26, FY26-27. 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 term of this Agreement shall be from July 1, 2024, through June 30, 2027. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future grants.

**5. Termination**

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

County may terminate this Agreement 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
- (b) Motor Vehicle Liability Insurance.....\$1,000,000

(c) Professional Liability..... \$1,000,000

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

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further 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: Raymond Hodges, Director Department of Housing  
Address: 264 Harbor Blvd., Building A, Belmont, CA 94002  
Telephone: 650- 802-3389  
Email: rhodges@smcgov.org

In the case of Contractor, to:

Name/Title: Violet Saena, Climate Resilient Communities  
Address: 3921 E. Bayshore Rd., Palo Alto, CA 94303  
Telephone: 408-832-0388  
Email: violet.saena@crcommunities.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.

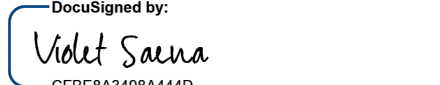
**20. Reimbursable Travel Expenses – Intentionally Omitted**

**21. Prevailing Wage – Intentionally Omitted**

\* \* \*

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

For Contractor: VIOLET SAENA, CLIMATE RESILIENT COMMUNITIES

<small>DocuSigned by:</small>  <small>CEBE8A3498A444D</small>	<u>6/7/2024</u>	<u>violet Saena</u>
Contractor Signature	Date	Contractor Name (please print)

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COUNTY OF SAN MATEO

By:

Ray Hodges, Director of the Department of Housing, County of San Mateo

Date:

**Exhibit A -Project Services**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services in connection with the Project described below.

**1. Project**

A. Contractor shall conduct countywide community engagement efforts to enhance emergency preparedness and to meet requirements of local hazard mitigation plan. Contractor shall develop equity-informed and effective communication plans, templates in multiple languages, and a strategic roadmap for emergency preparedness and response.

B. Contractor shall conduct disaster preparedness workshops and hands-on assistance to communities of color facing climate challenges within the County.

C. Contractor shall expand the home repair pilot for elderly and low-income residents of San Mateo County.

D. Funds for neighborhood disaster preparedness workshops

E. Quarterly and Annual Progress Reporting and Outcome Metric Tracking

F. Detailed activities outline under performance goals, measures and targets

**2. Performance Goals**

<b><u>Performance Measure</u></b>	<b><u>Target</u></b>
<p><b>Outcome 1: Increase climate resilience of low-income housing stock</b></p> <ul style="list-style-type: none"> <li>● Number of homes receiving climate resilience upgrades (e.g. insulation, weatherproofing, HVAC) per fiscal year [Target: &gt;=6 homes/year]</li> </ul> <p><b>Outcome 2: Improve housing conditions &amp; safety for low-income owners.</b></p> <ul style="list-style-type: none"> <li>● Number of critical health/safety housing deficiencies (informed by the County’s Safety Element and General Plan) remediated per fiscal year [Target: &gt;=12 deficiencies/year]                             <ul style="list-style-type: none"> <li>○ Examples of critical health/safety housing deficiencies that could be remediated include:                                     <ul style="list-style-type: none"> <li>○ Lack of operational smoke/carbon monoxide detectors</li> <li>○ Lack of adequate heating or cooling systems</li> </ul> </li> </ul> </li> </ul>	<p><b>Outcome 1:</b></p> <ul style="list-style-type: none"> <li>● Yearly &gt;=6 homes/year</li> </ul> <p><b>Outcome 2:</b></p> <ul style="list-style-type: none"> <li>● Yearly &gt;=12 deficiencies/year</li> <li>● Yearly &gt;= 20 people</li> <li>● Yearly &gt;= \$36,000 (\$6,000)</li> <li>● Yearly &gt;=83% of the households that receive repairs</li> </ul>

<ul style="list-style-type: none"> <li>○ Exposed electrical wiring or other electrical hazards</li> <li>○ lack of safe drinking water or sewage disposal</li> <li>○ Presence of lead-based paint hazards</li> <li>○ Sever moisture intrusion/mold problems</li> <li>○ Structure defcts that compromise safety</li> <li>○ Lack of adequate ventilation</li> <li>○ Pest/vermin infestations</li> <li>○ Tripping hazards or other fall risks</li> </ul> <ul style="list-style-type: none"> <li>● Number of residents in improved living conditions [number of households x size of household [ Target:&gt;=20 people]</li> <li>● Estimated value of home upgrades provided at no cost income qualified households [Target:&gt;= \$6000/home]</li> <li>● Percentage of beneficiary households reporting improved housing conditions post-repair [Target:&gt;=83%]</li> </ul> <p><b>Outcome 3: Preserve housing affordability and stability</b></p> <ul style="list-style-type: none"> <li>● Number of fixed-income households receiving home repairs [Target: &gt;=3 households/year]</li> <li>● Number of home upgrades occurring in naturally occurring affordable housing stock [Target: &gt;=5 houses/year]</li> </ul> <p><b>Outcome 4: Increase disaster preparedness in frontline communities</b></p> <ul style="list-style-type: none"> <li>● Number of disaster preparedness workshops held annually throughout San Mateo County [Target: &gt;=4 workshops/year]</li> <li>● Percentage of workshop participants reporting increased knowledge of disaster risks and preparedness actions [Target: &gt;=83%]</li> <li>● Number of attendees at each disaster preparedness workshop held annually [Target: &gt;=80 people]</li> <li>● Creation of efficacious, equity-informed communication plans, templates in multiple languages, and a strategic roadmap for emergency preparedness and response [Target: &gt;= 1 Strategic Road Map]</li> </ul>	<p><b>Outcome 3:</b></p> <ul style="list-style-type: none"> <li>● Yearly &gt;=3 households</li> <li>● Yearly &gt;=5 projects occurring in naturally occurring affordable housing</li> </ul> <p><b>Outcome 4:</b></p> <ul style="list-style-type: none"> <li>● Yearly &gt;=4 workshops/year</li> <li>● Yearly increased knowledge &gt;=83%</li> <li>● Yearly &gt;=80 attendees from frontline communities per workshop (320 total annually)</li> <li>● 1 strategic roadmap to equitable community-led disaster preparedness with quarterly updates throughout grant cycle</li> </ul>
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<p><b>Outcome 5: Equitable Engagement</b></p> <ul style="list-style-type: none"> <li>● Percentage of beneficiary households from historically underserved racial/ethnic groups [Target: &gt;=66%]</li> <li>● Geographic distribution of repairs across underserved unincorporated San Mateo County area [Target: &gt;=3 areas served/year]</li> <li>● Efforts to conduct outreach and provide program materials in multiple languages and with culturally relevant contextualization [Target: &gt;=3 languages]</li> </ul>	<p><b>Outcome 5:</b></p> <ul style="list-style-type: none"> <li>● Yearly &gt;=66% of participants from underserved racial/ethnic groups</li> <li>● Yearly &gt;=3 geographically diverse neighborhoods throughout unincorporated San Mateo County</li> <li>● Yearly programmatic language diversity of &gt;=3 languages</li> </ul>
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**3. Quarterly Performance Reporting**

Contractor shall submit to the County a written quarterly performance report within 15 days after the end of each quarter describing the activities performed and providing anonymized data regarding the beneficiaries served by the Project and outcomes during the preceding quarter. Contractor shall prepare its quarterly reports in the format directed by the County. and submit them through the City Data Services (CDS) on-line data management system.

**4. Project Completion Reporting**

No later than the end of each fiscal year (June 30), Contractor shall submit the following written reports to the County: (1) a beneficiary summary, which summarizes the number of clients served by ethnicity, income, and city/area of residence; and (2) final Project funding sources and uses, which show the total of all funds expended for the Project. Contractor shall prepare these reports in the format directed by the County and submit them through the CDS on-line data management system.

**5. Contract Number**

All correspondence, invoices, payments, and reports must include the County contract number.

**Exhibit B – Project Budget/Payment and Rates**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following Project Budget and terms:

1. **Project Budget Detail**

A. PROJECT BUDGET FOR JULY 1, 2024-JUNE 30, 2025

<b>Budget Line Item</b>	<b>San Mateo County</b>	<b>Other Funding</b>	<b>Program Total</b>
<b>CRC Staff Time</b> 1 Executive Director (@\$150/hr), 1 Director of Programs (@\$120/hr), 1 Chief of Staff (@\$100/hr), 2 Program Managers (@\$80/hr), 1 Program Associate (@\$65/hr), 1 Outreach Coordinator (@\$65/hr)	\$37,762.00	–	\$37,762.00
<b>Materials and supplies - Minor Home Repair Program</b> 6 Homes Per Program Year \$6000 in direct costs for Minor Home Repairs (CA	\$79,788.00	–	\$79,788.00

<p>state law)</p> <p>@ \$126/hour, average 48 hours to complete projects \$250 per home for disposal costs</p> <p>\$1000 for incidentals for 6 homes</p>			
<p><b>Materials and Supplies - Disaster Prep Workshop Series</b></p> <p>4 workshops per program year Up to 80 participants per workshop@ \$25/participant for food \$40/participant in stipend \$1000 per workshop for childcare, venue and other costs</p>	<p>\$24,800.00</p>	<p>–</p>	<p>\$24,800.00</p>
<p><b>Marketing and promotion</b></p> <p>Program Manager @ \$80/hour, 20 hours 1 Program</p>	<p>\$6,150.00</p>	<p>–</p>	<p>\$6,150.00</p>

Associate @ \$65/hour, 20 hours (translation services) 1 Outreach Coordinator @\$65/hour, 50 hours Printing of Materials			
<b>Administration/overhead costs (less than 15 percent)</b> 10% of total approved \$165,000	\$16,500.00	–	\$16,500.00
<b>Total:</b>			\$165,000.00

B. PROJECT BUDGET FOR JULY1, 2025-JUNE 30, 2026

Budget Line Item	San Mateo County	Other Funding	Program Total
<b>CRC Staff Time</b> 1 Executive Director, 1 Director of Programs, 1 Chief of Staff, 2 Program Managers, 1 Program Associate, 1 Outreach Coordinator	\$37,762.00	–	\$37,762.00



<p><b>Materials and supplies - Minor Home Repair Program</b>          6 Homes Per Program Year          \$6000 in direct costs for Minor Home Repairs (CA state law)</p> <p>@ \$126/hour, average 48 hours to complete projects          \$250 per home for disposal costs</p> <p>\$1000 for incidentals for 6 homes</p>	<p>\$79,788.00</p>	<p>–</p>	<p>\$79,788.00</p>
<p><b>Materials and Supplies - Disaster Prep Workshop Series</b>          4 workshops per program year          Up to 80 participants per workshop@          \$25/participant for food          \$40/participant in stipend          \$1000 per workshop for</p>	<p>\$24,800.00</p>	<p>–</p>	<p>\$24,800.00</p>

childcare, venue and other costs			
<b>Marketing and promotion</b> Program Manager @ \$80/hour, 20 hours 1 Program Associate @ \$65/hour, 20 hours (translation services) 1 Outreach Coordinator @\$65/hour, 50 hours	\$6,150.00	–	\$6,150.00
<b>Administration/overhead costs (less than 15 percent)</b> 10% of total approved \$165,000	\$16,500.00	–	\$16,500.00
<b>Total:</b>			\$165,000.00

C. PROJECT BUDGET FOR JULY1, 2026-JUNE 30, 2027

Budget Line Item	San Mateo County	Other Funding	Program Total
<b>CRC Staff Time</b> 1 Executive Director, 1 Director of	\$37,762.00	–	\$37,762.00

<p>Programs,                  1 Chief of Staff,                  2 Program Managers,                  1 Program Associate,                  1 Outreach Coordinator</p>			
<p><b>Materials and supplies - Minor Home Repair Program</b>                  6 Homes Per Program Year                  \$6000 in direct costs for Minor Home Repairs (CA state law)</p> <p>@ \$126/hour, average 48 hours to complete projects                  \$250 per home for disposal costs</p> <p>\$1000 for incidentals for 6 homes</p>	<p>\$79,788.00</p>	<p>–</p>	<p>\$79,788.00</p>
<p><b>Materials and Supplies - Disaster Prep Workshop Series</b>                  4 workshops per program year</p>	<p>\$24,800.00</p>	<p>–</p>	<p>\$24,800.00</p>

Up to 80 participants per workshop@ \$25/participant for food \$40/participant in stipend \$1000 per workshop for childcare, venue and other costs			
<b>Marketing and promotion</b> Program Manager @ \$80/hour, 20 hours 1 Program Associate @ \$65/hour, 20 hours (translation services) 1 Outreach Coordinator @\$65/hour, 50 hours	\$6,150.00	–	\$6,150.00
<b>Administration/overhead costs (less than 15 percent)</b> 10% of total approved \$165,000	\$16,500.00	–	\$16,500.00
<b>Total:</b>			\$165,000.00

2. **Method of Disbursement**

- a) Funding provided under this Agreement is to be used to reimburse Contractor for eligible costs actually, reasonably and necessary incurred for performing services pursuant to the Project as enumerated in the Project budgets provided in Exhibit B, Section 1, for each specified fiscal year. The County will not reimburse Contractor for more than \$165,000 for each fiscal year, and any amounts not expended during the fiscal year will be forfeited to the County.
- b) Contractor shall submit detailed invoices, via CDS, to the County no less frequently than on a quarterly basis and no more frequently than on a monthly basis, providing a narrative description and itemization of all costs and expenses for which reimbursement is sought, with supporting documentation substantiating such costs. Contractor understands and agrees that it will be receiving Measure K funds pursuant to this Agreement and that shall maintain and make available further detailed descriptions of work performed upon request by County. Contractor shall also provide evidence of payments for any operating expenses claimed in the invoice within the budgeted amount for such expenses in those same invoices in CDS.
- c) Contractor shall enter invoices containing billing data and supporting documentation into the CDS web-based system for purpose of obtaining reimbursement under the Agreement. Upon receipt, review and approval of invoices and sufficient supporting documentation, County will reimburse Contractor for actual costs reasonably and necessarily incurred for services rendered/incurred and consistent with the budget described in this Exhibit. By submitting reimbursement requests, Contractor certifies that the costs for which reimbursement is sought are eligible costs actually, reasonably and necessarily incurred for the Project.
- d) Contractor agrees to cooperate with County, if requested, to provide hard copies or a summary of such documentation plus scanned/emailed support materials as a condition of County review and approval. In all cases, Contractor shall make documentation records available to the County upon request.
- e) In no event shall County reimburse Contractor for any payments exceeding the total amount of Four-hundred Ninety-Five-thousand Dollars and Zero Cents (\$495,000.00).
- f) Contractor agrees to cooperate with County to permit the County to verify completion of activities and services prior to or after reimbursement/payment.

3. **Budget Changes**

No changes to the Project budget or Project activities shall be made without prior written approval from the County. Any changes to this Agreement must be made in writing and

approved by both County and Contractor. Contractor agrees to notify County of any requested changes to the budget through a budget revision in the CDS system.

4. **Ineligible Costs**

An expenditure not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to County, by Contractor. The County, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures.

5. **Objectionable Reimbursement Request**

In the event the County objects to a reimbursement request, the County will state in writing the specific nature of its objections. If applicable, the County will also specify any actions or changes are necessary to make the request eligible for reimbursement. Contractor shall respond to County within 15 days of receipt of such objections. The Parties shall meet to discuss such objections at the request of either Party. The County will not be obligated to make a payment of any billing until any, and all objections to the adequacy of the services rendered or the amount of the billing have been resolved to the County's satisfaction in its reasonable discretion.