

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO  
AND  
MARIN DAY SCHOOLS and BRIGHT HORIZONS FAMILY SOLUTIONS LLC**

**RELATING TO CHILDCARE FACILITY AND SERVICES  
(October 1, 2014– September 30, 2017)**

This Agreement (the “Agreement”) between the **COUNTY OF SAN MATEO** (the “County”), a political subdivision of the State of California, and **MARIN DAY SCHOOLS and BRIGHT HORIZONS FAMILY SOLUTIONS LLC** (“Contractor”), a provider of employer sponsored childcare and early education programs.

**RECITALS**

- A. Whereas, finding childcare services is frequently difficult and expensive for families, and the lack of such services often has a negative impact on the productivity and availability of County employees.
- B. Whereas, the County presently owns a building located on its Redwood City campus at 403 Winslow Street, Redwood City, that was built in 1993 for the sole purpose of providing child care services for County employees. The childcare center at this site is known as “Our Place”.
- C. Whereas, Marin Day Schools has been providing childcare services to County employees and the community at “Our Place” since 1993. In 2003, Marin Day Schools hired Bright Horizons Family Solutions LLC to manage its child care centers, including “Our Place”.
- D. Whereas Marin Day Schools and Bright Horizons Family Solutions LLC has provided childcare services for the County since 2003.
- E. Whereas, the County desires to continue having Marin Day Schools and Bright Horizons Family Solutions LLC provide childcare services for County employees for three years to September 30, 2017 at “Our Place”.

**THEREFORE, THE COUNTY AND THE CONTRACTOR AGREE as follows:**

**1. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2014 through September 30, 2017 (the “Term”).

County and Contractor may negotiate an extension or renewal of this Agreement on or before the expiration of the term of this Agreement.

(a) Termination by County. If (a)-within-thirty (30) days after written notice from County to Contractor specifying any material default or defaults, Contractor has not commenced diligently to correct the default or defaults so specified or has not thereafter diligently pursued such correction to completion, or (b) if any assignment shall be made by Contractor for the benefit of creditors, or (c) if a petition for liquidation pursuant to Chapter 7 of Title 11 of the U.S. Code is filed by Contractor or if such a petition is filed against Contractor and such petition is not dismissed within ninety (90) days thereafter, then, and in any of such cases County may, in addition to and not in derogation of any remedies for any preceding breach of this Agreement, immediately or at any time thereafter and without demand terminate this Agreement by giving written notice to Contractor effective upon Contractor's receipt of such notice.

Notwithstanding anything to the contrary herein, County's rights upon an event of default caused by proceedings under the Bankruptcy Act shall be limited to the remedies permitted County under such Act with respect to such event.

(b) Termination by Contractor. Without prejudice to any other rights or remedies which Contractor may have in such event under this Agreement, if within thirty (30) days after written notice from Contractor to County specifying any material breach or breaches, County has not commenced diligently to correct the breach or breaches so specified or has not thereafter diligently pursued such correction to completion Contractor may, in addition to and not in derogation of any remedies for any preceding breach of this Agreement, immediately or at any time thereafter and without demand terminate this Agreement by giving written notice to County effective upon County's receipt of such notice.

## **2. Child Care Services To Be Provided By Contractor**

Contractor will conduct all aspects in the delivery of a high quality, developmentally appropriate early childhood center to meet the needs of County employee children, newborn through age 5 years and 11 months, in compliance with all applicable local, state, and federal legal and licensing requirements at the child care facility ("the Center")

The total number of full-time equivalent children ("FTEs") enrolled at the Center will not exceed 92 FTEs (not including back-up child care). If there are less than 92 FTEs of children of County employees enrolled at the Center, the Contractor may make the Center available to non-employee children ("Community Families").

The Center will be open Monday through Friday from 7:00 a. m. to 6:30 p.m. The Center will follow the yearly holiday calendar for County employees and may be closed for three days annually for in-service training to be mutually agreed upon no less than 180 days prior to the training.

## **3. Employee Eligibility / Priority Enrollment**

Contractor will provide childcare services for children of benefits-eligible County and San Mateo County Superior Court employees working in a position that is at least 20 hours per week ("Employee Families"). Contractor will submit rosters to County of enrolled Employee Families to verify eligibility on January 1 and July 1 of each year.

Employee Families have priority enrollment to be (a) enrolled upon applying for childcare services if a space is available in the appropriate childcare class, or (b) placed at the top of the Center's waiting list for the next available opening at the Center in the appropriate class.

Contractor will maintain 2 separate Wait Lists, one for Employee Families and one for Community Families. Contractor will make available these lists for review by County on a quarterly basis.

#### **4. Staff - Child Ratios**

Contractor will maintain at all times the following maximum ratios and group sizes (not including back-up child care) to ensure quality childcare standards, unless more stringent ratios are required by child care licensing authorities.

	<b>Age Group</b>	<b>No. of FTEs</b>	<b>Staff</b>	<b>Ratio</b>
Rm. #1	0-1	12	3	1:4
Rm. #2	1-2	8	2	1:4
Rm. #3	1-2	8	2	1:4
Rm. #4	2 years olds	12	2	1:6
Rm. #5	2 years olds	12	2	1:6
Rm. #6	3-5 year olds	20	2	1:10
Rm. #7	3-5 year olds	20	2	1:10

Any change in staff - child ratios shall be approved by the County, such approval not to be unreasonably withheld, but in no event shall ratios be less than those established by state licensing regulation.

#### **5. Contractor Employees**

Contractor will recruit and hire top quality teachers who can best serve the needs of the children at the Center. Contractor is responsible for recruiting, interviewing, training and employing all Center personnel. All Contractor employees at the Center shall meet all necessary certification requirements established by the California State Department of Social Services.

The Contractor employee serving as Director of the Center is subject to County approval, which approval shall not be unreasonably withheld or delayed.

Contractor shall provide ongoing staff development and training. Contractor will make available a staff training plan to County once each year.

**6. Program Quality Review**

Contractor will work diligently to maintain National Association for the Education of Young Children (NAEYC) accreditation throughout the Term of the Agreement and shall maintain the program in accordance with its standards. County shall receive a copy of the findings of the NAEYC validator for their review.

County, at its own cost, will arrange for an outside Program Quality Review, conducted by an outside party to determine overall quality of the program on no less than on a biennial basis. The benchmark minimum standards for quality review include, but may not be limited to, the ECERS and ITES reviews as well as the CLASS assessments. Similar program quality evaluative tools may be suggested by Contractor and provided to County for review and acceptance.

**7. Employee Family Recruitment Plan**

Contractor will develop and implement an Employee Family Recruitment Plan, in collaboration with the County, to increase Employee Family enrollment at the Center.

It is the goal of both the Contractor and County to increase Employee Family enrollment from the present 62% to 70% during Year 1 of this Agreement, and to 80% during Year 2 and through the end of the Agreement. . Contractor and County will make best efforts to reach these enrollment goals.

**8. Tuition and Fees**

Tuition and fee schedule for County Employee Families and Community Families for the first year of the Term are included in Attachment A of this Agreement. No additional fees shall be assessed to enrolled or waitlisted Employee Families.

Contractor may increase Employee Family tuition rates annually by no more than the planned percentage increase in the average salary and benefits of the Centers employees plus up to 2% per year. In the event that Contractor reasonably believes a unusual circumstances warrant a greater increase, no less than 120 days prior to the date of implementation, the parties will meet to agree upon such increase.

No less than 90 days prior to a change in rates or fees, Contractor shall forward to the County updated tuition and fee schedule(s), which shall be attached as an amended Attachment A hereto without the necessity of a formal amendment of this Agreement.

No less than 90 days prior to a change in rates or fees, Contractor shall provide County with a comparative review of tuition rates from 10 different local centers (of which 5 are employer-sponsored) of reasonable comparability to the Center. County and Contractor shall agree on the list prior to the review.

Employee families shall pay a \$25 registration fee (\$50 for Community Families). The Registration fee is waived for employee families who qualify for tuition assistance.

**9. County Employee Tuition Assistance Program**

For the length of this Agreement, County shall administer a County Employee Tuition Assistance Program to offset childcare expenses for eligible Employee Families, based upon income guidelines.

County and Contractor shall meet no less than annually to review income guidelines and may modify thresholds, based upon review of Federal, State or regional income benchmarks.

Contractor shall determine eligibility for the County's Employee Tuition Assistance Program for current and incoming Employees Families, and shall insure that all associated paperwork for eligible Employee Families is complete and on file at the Center. Contractor shall re-confirm continued eligibility no less than once every six months. Contractor is given authority to determine tuition assistance level and amount (each, a "Tuition Discount"), based upon current income threshold guidelines provided by the County.

Contractor will invoice the County on a quarterly basis for the amount of the Tuition Discounts authorized to County Families. Quarterly invoice will include Employee Name, Employee ID, Dependent Name(s), FTE(s), %Level of Assistance, and Amount. In no event will the County's obligation to make payments under this section exceed \$110,000 per year and \$330,000 during the Term of this contract.

**10. Sibling Discount for Employee Families**

If an Employee Family enrolls more than one child at the Center at the same time, Contractor will provide a five percent (5%) discount off the Employee Family tuition rate for the oldest sibling, which shall be reimbursed to Contractor by County as a Tuition Discount in accordance with Section 9 (above). At any point when an Employee Family sibling(s) leaves the Center and only one child remains enrolled in the program, the sibling Tuition Discount is terminated and the tuition for that child reverts back to the Employee Family tuition rate

**11. Back-Up Child Care**

Contractor is permitted to provide back-up child care for Employee Families and Community Families not currently enrolled in the Center, on a space-available basis. All families interested in using back-up childcare must complete a standard admissions application and process, including any SDSS required forms, at the Center, prior to using childcare services. Income from back-up childcare will be clearly stated on all reporting documents and budgets provided to County.

**12. Quarterly Reports**

Contractor shall provide quarterly financial reports (income / expense statements) including revenue from tuitions of both Employee Families and Community Families and net income, in substantially the form attached hereto as Attachment A.

The operating budget shall be submitted to County no less than 90 days prior to the beginning of school year for review by County, or at another time as mutually agreed upon between the two parties.

### **13. Quarterly Meetings**

County and Contractor shall meet quarterly to review the terms of this Agreement, including but not limited to:

- Review of financial reports as set forth in Paragraph 12 above
- Review of operational budget
- Review Employee Family enrollment and recruitment plan
- Review Employee / Community Family wait lists
- Review list of Employee Families receiving tuition assistance, % of tuition assistance, and amounts
- Identification and update of facility and maintenance issues

### **14. Facility Use and Maintenance**

Contractor shall use the Center exclusively for childcare and child-related activities and shall not use the Center for any other purpose without the prior consent of the County.

Contractor shall not make or suffer to be made any alterations, additions or improvements to or of the Center or any part thereof without the written consent of County.

Contractor will ensure that any and all materials provided by the County, will be maintained in the same condition as they are provided by the County, normal wear and tear excepting.

Contractor will not make any repairs or alterations without first obtaining permission from the County except in emergencies.

An overview of the County and Contractor responsibilities with respect to the Center and the building in which the Center is located (the "Facility") is below.

<b>County Responsibility</b>	<b>Contractor Responsibility</b>
Replacement and repair of interior and exterior permanent surface, fixtures and structures required by California licensing or necessary for the health and safety of children.	Repair of any damage to a permanent surface or structure caused by Contractor's negligence or abuse.
Ongoing maintenance and repairs of the Facility and its systems, including interior and exterior painting of the Facility and the Center, except any damage caused by Contractor's negligence or abuse. Contractor will submit bi-annual projections to the County for non-	Cleaning and janitorial service Landscaping within the Center's grounds in accordance with agreed standards.

urgent maintenance and repair issues for review and approval.	
Repair and replacement of appliances as necessary.	All utilities including water, sewer, electricity, gas, telephone, internet and garbage
Systems and structural condition of the Facility	Replacement of Contractor-owned equipment, furniture, supplies and materials.

Contractor shall enforce a no-smoking policy inside and within the grounds of the Center.  
Contractor shall maintain a designated lactation room on site.

#### **15. 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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

#### **16. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 with any applicable 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, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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. Contractor's obligations under this paragraph shall be limited to the extent that such officers, agents, employees and servants of the County are acting in their capacity as officers, agents, employees and servants of the County, and not as parents or guardians using the Center.

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

#### **17. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof 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; provided, however, that no such consent shall be required in the event that (a) such assignment is made to a successor or affiliated corporation pursuant to a corporate reorganization or merger and that such assignment will not materially affect either the scope and quality of services to be delivered under this Agreement and (b) the assignee is fully subject to and bound by the Contractor's obligations under this Agreement.

## 18. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained, and Contractor shall use diligence to obtain such insurance. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 Contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-Contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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



(3) **County Insurance.** Throughout the Term of this Agreement, as owner of the facility, County shall maintain property insurance on the Facility and all County personal property used in the Center including but not limited to furniture, equipment and fixtures in an amount not less than the full replacement cost. In addition, County shall maintain commercial general liability insurance coverage, with combined single limits for bodily injury and property damage of not less than \$1,000,000 per occurrence, such coverage to include contractual liability.

(4) **Waiver of Recovery.** Contractor and County, each hereby waive any and all rights of recovery, claim, action or cause of action, against the other, its agents, officers, or employees for any loss or damage that may occur to the Facility or the Center, or any improvements thereto, or to the building of which the Center is a part, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees, and covenants that no insurer shall have any right of subrogation against such other party provided however, such agreement does not invalidate said policies of insurance.

**19. Compliance with laws; payment of Permits/Licenses**

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, including, but not limited to, any applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "B," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law 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.

**20. Non-Discrimination and Other Requirements**

*Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual 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 this Agreement.

*General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

*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 of San Mateo upon request.

*Violation of Non-discrimination provisions.* 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 Manager, including but not limited to

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

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of 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 within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

*Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. As stated in Chapter

2.84.030, the requirements of this chapter shall only apply to those portions of a contractor's operations that occur: (a) within the County; (b) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the County; and (c) elsewhere in the United States where work related to a County contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

☒ Contractor complies with Chapter 2.84 by:

☒ offering the same benefits to its employees with spouses and its employees with domestic partners for portions of Contractor's operations that occur in accordance with subparts (a), (b) and (c) of Chapter 2.84.030 of the County Ordinance Code.

☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.

☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.

☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

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

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they 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 residing 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 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."

## **22. Retention of Records, Right to Monitor and Audit**

(a) CONTRACTOR shall maintain all required records for three (3) years after the termination of the agreement, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

### **23. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 shall be in writing and signed by the parties.

### **24. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

### **25. County Access to Records**

Contractor shall maintain books and records showing all expenses incurred and fees received for a period of three (3) years from the date incurred. The County shall have the right, at its own expense, upon reasonable notice and during regular business hours, to inspect and audit such books and records. However, audits for any budget year must be completed within twelve (12) months following that budget year.

### **26. Notices and Communications**

Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, by certified mail, addressed:

A. In the case of the County, to:

County Manager  
County of San Mateo  
400 County Center  
Redwood City, CA 94063

B. In the case of Contractor, to:

Bright Horizons Family Solutions LLC  
200 Talcott Avenue South  
Watertown, MA 02472  
Attention: President or Chief Administrative Officer

IN WITNESS WHEREOF, the County and Contractor have caused this Agreement to be executed by their duly authorized representatives on the dates as shown below:

COUNTY OF SAN MATEO

\_\_\_\_\_  
President, Board of Supervisors, San Mateo County

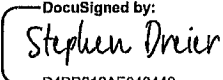
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Melinda Kartek-Lewy  
Signature  
Marin Day Schools

June 20, 2014  
Date

DocuSigned by:  
  
D4BD212AE043440...

June 12, 2014

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Signature

Bright Horizons Family Solutions LLC

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Date

BH Legal: Approved by Diane Mills