

**AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO
AND PALCARE**

RELATING TO CHILDCARE FACILITIES AND SERVICES

(JULY 1, 2018– JUNE 30, 2023)

This Agreement (the “Agreement”) between the **COUNTY OF SAN MATEO** (the “County”), a political subdivision of the State of California, and **PALCARE** (“Palcare”), a non-profit corporation organized under California law, is dated as of July 1, 2018.

RECITALS

- A. The City and County of San Francisco (the “City”), acting by and through its Airport Commission (the “Commission”), manages and operates the San Francisco International Airport (the “Airport”) with operations 24 hours per day, 365 days per year, in accordance with the regulations of the Federal Aviation Administration and the requirements of travelers, airlines, cargo operators and other businesses nationally and internationally.
- B. In order to ensure the successful operation of the Airport, the Commission and other Airport-based employers need cost-effective, reliable, extended and flexible-hour childcare services in the vicinity of the Airport for their employees.
- C. 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 Airport-based employees.
- D. The County presently owns and leases a building located less than 3.5 miles from the Airport at 945 California Drive in Burlingame (the “Building”) to Palcare, a 501(c)(3) non-profit provider of extended-hour childcare services, organized for the purpose, among others, of providing childcare services to Airport-based employees.
- E. The Commission has subsidized extended-hour childcare costs at Palcare for the children of Airport-based employees since 1993, most recently under an Agreement dated as of July 1, 2013, subsequently amended as of April 1, 2015, between the County and the Commission, which expires on June 30, 2018.
- F. The Commission desires to continue providing financial assistance for the benefit of all Airport-based employees for another five years to June 30, 2023. This assistance is being provided under the Agreement Between the County of San Mateo and the Airport Commission of the City and County of San Francisco Relating to Childcare Facilities and Services, dated as of July 1, 2018 (the “City Agreement”), between the City and the County. The Commission’s assistance is intended to:
 - make childcare services more available by giving children of Airport-based employees priority of enrollment and on the waiting list, and to provide childcare services with extended hours to meet the needs of Airport-based families;

- make childcare services more flexible by allowing Airport-based employees to select childcare schedules that match their work schedules and can be changed monthly; and
- make childcare services more affordable by paying certain annual registration fees and providing tuition scholarships for low-income Airport-based employees.

G. The County is entering into this Agreement to obtain second priority enrollment at Palcare for the children of County Employees, and to specify the terms on which it will act as fiscal intermediary between the City and Palcare in order to facilitate the Commission's support of extended and flexible-hour childcare services for Airport-based employees, many of whom live in the County.

THEREFORE, THE COUNTY AND PALCARE AGREE as follows:

1. Definitions

The following terms, as used herein, have the following respective meanings:

"Airport-based Employee" means a person employed by the Commission or an employer based at the Airport.

"Airport Scholarship Program" means the Commission's subsidy of childcare tuition for certain low-income families, as provided in Section 2.C. hereof.

"Annual Registration Fee" means the Annual Registration and Materials Fee normally charged by Palcare to all families that use Palcare services, currently in the amount of \$200 per child, as the same may be adjusted from time to time.

"County Employee" means a regular employee of the County who works at least 20 hours per week.

"DOE" means the California Department of Education, Child Development Division.

"Family Contribution Amount" means, for any month, the monthly amount a family is required to pay, calculated as follows:

- a) for a family enrolled under Palcare's Center-Based Subsidized Child Development Contract with the DOE whose monthly income falls within the then-current Family Fee Schedule (i.e., such family is eligible for a DOE subsidy), the lesser of:
 - i. the family contribution amount that such family must pay for childcare services for such month, which is determined by Palcare from the applicable "Part-Time Fee" or "Full-Time Fee" amounts on the Family Fee Schedule, it being understood that such monthly amounts are a "per family per month" charge, regardless of the number of such family's children actually enrolled at Palcare, and

- ii. 15% of such family's monthly income multiplied by the number of such family's children enrolled at Palcare during such month.
- b) for a family whose monthly income falls outside the then-current Family Fee Schedule (i.e., such family is not eligible for a DOE subsidy), 15% of such family's monthly income multiplied by the number of such family's children enrolled at Palcare during such month.

For purposes of this definition, the same monthly income figure for a family shall be used for the Family Fee Schedule (in subsection (a)(i) above) and the 15% calculations under subsections (a)(ii) and (b) above.

“Flexible Scheduling” means the ability of Airport-based Employees to schedule and pay for childcare services during the hours and days they specifically need rather than on a standard full- or part-day basis, and to change their schedules every month as necessary.

“Full-time Equivalent” means a child receiving childcare services 10 hours per day, 21 days per month.

“Family Fee Schedule” means the Child Care and Development Family Fee Schedule as updated from time to time, the current version of which is attached hereto as Exhibit A. During the term of this Agreement, Palcare shall forward to the Commission any updated fee schedule, which shall be attached as Exhibit A hereto without the necessity of a formal amendment of this Agreement.

“Index” means the Consumer Price Index for All Urban Consumers (CPI-U) in the San Francisco-Oakland-San Jose region as reported and published by the U.S. Department of Labor, Bureau of Labor Statistics, for the twelve-month period ending the previous December 31.

“Priority Enrollment” means the right of an Airport-based Employee's child, ahead of children of County Employees and the general community, to be (a) enrolled upon applying for service if a space is available in the appropriate childcare class, or (b) placed at the front of Palcare's waiting list for the next available opening at Palcare in the appropriate class. The Commission has acknowledged in the City Agreement that Palcare may grant the children of County Employees secondary priority enrollment behind the children of Airport-based Employees but ahead of the general community.

2. Funding

- A. Annual Funding Amount. The Commission will pay to the County under the City Agreement for payment to Palcare under this Agreement up to the maximum Quarterly Payment Amounts and maximum Annual Funding Amounts set forth below to subsidize Airport-based Employee childcare costs at Palcare for verifiable subsidy costs incurred during the applicable fiscal quarter and year, as described in paragraphs B. through E. below.

<u>Fiscal Year</u>	<u>Maximum Quarterly Payment Amount</u>	<u>Maximum Annual Funding Amount</u>
2018-19	\$275,000	\$1,100,000
2019-20	\$275,000	\$1,100,000
2020-21	\$275,000	\$1,100,000
2021-22	\$300,000	\$1,200,000
2022-23	\$325,000	\$1,300,000

B. Flexible Scheduling Fee. In order to provide Flexible Scheduling to Airport-based Employees, the Commission will pay to the County under the City Agreement for payment to Palcare under this Agreement a fee equal to 20% of the regular monthly tuition charged to Airport-based Employees (prior to subtracting any DOE subsidy or Family Contribution Amount for lower-income families described in paragraph C. below). With Flexible Scheduling, Airport-based Employees can select and pay for childcare services by the hour rather than on a standard full- or part-day basis. Airport-based Employees also have the option to change their childcare schedules on a monthly basis. This fee is intended to assist Palcare with the cost of the additional teachers that are needed during peak childcare hours and outside of normal business hours, and the childcare capacity that cannot otherwise be filled due to the irregularity of the Airport flexible schedules.

C. Airport Scholarship Program Subsidy. In order to make childcare services more affordable for certain lower-income Airport-based Employees for each month during the term of this Agreement, the Commission will pay to the County under the City Agreement for payment to Palcare under this Agreement a portion of the regular childcare tuition for the children of each Airport-based Employee enrolled at Palcare, as follows: the Commission subsidy will equal (a) the regular Palcare tuition for all such family's children for such month (if any), less (b) the amount of any DOE subsidy received by Palcare for such family's children for such month (if any), less (c) the applicable Family Contribution Amount (as defined in Section 1) for such month that such family is required to pay. The Commission's subsidy amount for any given month is summarized by the following formula with respect to each Airport-based Employee:

$$\text{Commission subsidy} = \text{Total Regular Tuition} - \text{DOE Subsidy (if any)} - \text{Family Contribution Amount}$$

If the Family Contribution Amount exceeds the Total Regular Tuition amount, then the Commission subsidy is zero.

D. Annual Registration Fees. In order to increase the affordability of childcare services, the Commission will pay to the County under the City Agreement for payment to Palcare under this Agreement the Annual Registration Fees of each Airport-based Employee family, currently in the amount of \$200 per child. In the

event Palcare changes the Annual Registration Fee, Palcare shall give notice of the change to the Commission and the County.

- E. Priority Enrollment: In order to assist with the availability of childcare services, Palcare will reserve 100 Full-time Equivalent spaces for immediate enrollment of Airport-based Employee children if a space is available in the appropriate childcare class, or if space is not available, for placement at the front of Palcare's waiting list. The Airport will pay an annual fee to guarantee these 100 spaces for Priority Enrollment of Airport-based Employee children ahead of children of (1) County Employees and (2) the general community. The annual fee for Priority Enrollment will be calculated considering a \$1,000 amount per Full-Time Equivalent space multiplied by the average number of Airport-based Employee children enrolled at Palcare during the final quarter of the preceding year with a 15% increase, per the following formula:

Annual Priority Enrollment Fee = \$1,000 x average number of Airport-based Employee children enrolled at Palcare during the final quarter of the preceding year x 1.15.

The Priority Enrollment Fee shall not exceed \$100,000 per year. This fee will be payable in equal quarterly increments by the Commission to the County under the City Agreement for payment to Palcare under this Agreement.

3. Payments to County

Palcare will provide the Commission and the County within 30 days of the end of each quarter ending on September 30, December 31, March 31 and June 30, documentation of the actual costs billed each month in each quarter in accordance with this Agreement. Each quarter, the Commission will pay the County the amounts required under the City Agreement, and the County shall pay such amounts to Palcare under this Agreement, based upon quarterly invoices submitted by Palcare to the County not to exceed the maximum Quarterly Payment Amounts set forth in Section 2.A. The quarterly invoices shall clearly show the total amount due, as well as a detailed breakdown of how such amount was determined. Specifically, the invoices shall include the following schedules for each month in the quarter under consideration:

<u>Schedule</u>	<u>Required Information</u>
1. Flexible Scheduling Fee for families that do not qualify for DOE or the Airport Scholarship Program Subsidy.	<ul style="list-style-type: none">- The regular monthly tuition for Airport families;- A list of Airport families and the corresponding tuition fees;- Total fees for all the families; and- The resulting 20% payable by the Airport as outlined in Section 2.B.

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| <p>2a. Airport Scholarship Subsidy for qualifying families that also receive DOE subsidies.</p> | <ul style="list-style-type: none"> - The monthly total regular tuition, the DOE subsidy and the Family Contribution Amount for each qualifying family; - The total amounts; - Corresponding subsidy payable by the Airport (calculated in accordance with the formula in Section 2.C above); and - Relevant supporting documentation (separate DOE schedule showing the DOE subsidy amounts for each family). |
| <p>2b. Airport Scholarship Subsidy for qualifying families that do not receive DOE subsidies.</p> | <ul style="list-style-type: none"> - The monthly total regular tuition and the Family Contribution Amount for each qualifying family; - The total amounts; and - The corresponding subsidy payable by the Airport (calculated in accordance with the formula in Section 2.C above). |
| <p>2c. Flexible Scheduling Fee for families that qualify for the Airport Scholarship Program Subsidy.</p> | <ul style="list-style-type: none"> - The monthly total regular tuition for each family and the corresponding total; and - The resulting 20% payable by the Airport as outlined in Section 2.B above. - Alternatively, the information for this schedule may be shown in Schedules 2a and 2b, as long as these Flexible Scheduling Fees are clearly presented separate from the Airport Scholarship Subsidies. |
| <p>3. Annual Registration Fees.</p> | <ul style="list-style-type: none"> - The Registration Fees charged each month to Airport families; - The names of the children associated with such fees; and - The total for all the children of Airport-based employees. |
| <p>4. Priority Enrollment Fees.</p> | <ul style="list-style-type: none"> - The total full-time equivalent spaces occupied by Airport-based families each month; - The total number of Airport-based children on the waiting list each month; - The average number of Airport-based children during the final quarter of the preceding year; and - The monthly amount payable by the Airport, calculated on a pro-rata basis as outlined in Section 2.E above. |

5. Summary.

- The monthly total amounts in all the schedules indicated above;
- The overall monthly totals; and
- The grand total payable by the Airport for the quarter.

Under the City Agreement, the Commission reserves the right to request additional supporting documentation for the invoices and associated schedules, and to adjust the amounts due if documentation of costs does not substantiate the amounts billed. Palcare agrees to provide such additional supporting documentation.

4. Limitation on Payments

Quarterly payments from the Commission under the City Agreement shall be specified by the County based upon the Commission's advice as to the appropriate sum; provided, however, that no quarterly payment shall exceed the applicable maximum Quarterly Payment Amounts and Annual Funding Amounts set forth in Section 2.A. County shall not in any way be liable for any disputed amount.

5. Budgetary and Financial Reports

The Commission and the County, at their own expense and upon reasonable notice, shall have the right to inspect the books, records, and other data of Palcare relating to the direct operating costs of Palcare. Palcare shall provide the County and the Commission with a copy of an audit report of the direct operating costs of Palcare and the allocation of such costs to the Airport within six (6) months of the end of each fiscal year during the term of this Agreement.

6. Term of the Agreement

This Agreement shall become effective July 1, 2018 and shall terminate on June 30, 2023, unless terminated earlier in accordance with Section 7. Palcare acknowledges that upon termination of the City Agreement, the County will return to the City any unused funds provided by the City thereunder upon written request from the City.

7. Termination of the Agreement

Either party may terminate this Agreement without cause or penalty upon at least thirty (30) days' prior written notice to the other party; provided, however, that, in the absence of a termination of the City Agreement, any such termination by Palcare shall be subject to the City's prior written consent which shall not be unreasonably withheld or delayed.

8. Compliance with Laws

Palcare shall at all times comply with all laws applicable to the operation of a childcare facility.

9. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

Palcare acknowledges that the City Agreement and, by extension, this Agreement are subject to the budget and fiscal provisions of the City's Charter and Administrative Code. The City Agreement and this Agreement will terminate without penalty, liability or expense of any kind to the County or City at the end of any fiscal year if City funds are not appropriated for the City Agreement for the next succeeding fiscal year. If City funds are appropriated for the City Agreement for a portion of the fiscal year, the City Agreement and this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which City funds are appropriated. Palcare's assumption of risk of possible City non-appropriation is part of the consideration for this Agreement.

10. Hold Harmless

Palcare shall defend, indemnify, and hold harmless the County and the City, including their respective officers, employees and agents, from any and all damages, claims, demands, obligations, suits, judgments, penalties, causes of action, losses or liabilities at any time received, incurred or accrued by the County or the City as a result of or arising out of the acts, omissions, use, or operations of Palcare at the Building.

If Palcare receives a claim, demand, suit, or judgment for which the County or City is entitled to the benefits of the preceding paragraph, Palcare shall promptly notify County or City.

The duty of Palcare 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. THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

11. Commission Access to Records

Palcare shall maintain books and records showing all expenses incurred and fees received. The Commission shall have the right, at its own expense, upon reasonable notice and during regular business hours, to inspect and audit such books and records.

12. 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

or to such person or address as the County may, from time to time furnish to the Commission and Palcare.

B. In the case of the Commission or the City, to:

Airport Director
Administrative Offices
International Terminal
San Francisco International Airport
P.O. Box 8097, San Francisco, CA 94128

or to such person or address as the Commission may, from time to time furnish to the County and Palcare.

C. In the case of Palcare, to:

Palcare
President of the Board
949 California Drive
Burlingame, CA 94010

or to such person or address as Palcare may, from time to time furnish to the County and the Commission.

13. Insurance

A. Without in any way limiting Palcare liability pursuant to Section 10 "Hold Harmless," of this Agreement, Palcare shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

- 1) Workers' Compensation with Employer's Liability limits in accordance with the statutes of the State of California.
- 2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Commercial Liability, Personal Injury, Products, and Completed Operations.
- 3) Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.
- 4) Excess Liability Insurance with limits not less than \$4,000,000 each occurrence Umbrella Form.

B. Comprehensive General Liability and Comprehensive Liability and Excess Liability Insurance policies shall be endorsed to provide the following:

- 1) Name as Additional Insured the City and County of San Francisco, the County of San Mateo, and their respective Officers, Agents and Employees.

- 2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of the contract, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- C. All policies shall be endorsed to provide thirty (30) days advance written notice to the County and the City of cancellations, non-renewal or reduction in coverage, mailed to the following addresses:
- San Francisco International Airport
Finance Department
P.O. Box 8097
San Francisco, CA 94128
- and
- Controller
City and County of San Francisco
City Hall, Room 109
San Francisco, CA 94102-4694
- and
- County Manager
County of San Mateo
400 County Center
Redwood City, CA 94063
- D. Should any of the required insurance be provided under a claims-made form, Palcare shall maintain such coverage continuously throughout the term of this contract and without lapse, for a period of three years beyond the contract expiration, to the effect that should occurrences during the term give rise to claims made after expiration of the contract, such claims shall be covered by such claims-made policy.
- E. Should any of the required insurance be provided under a form of coverage that included a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- F. Certificates of insurance, in form and with insurers satisfactory to the County and the City evidencing all coverage above shall be furnished to the County and the City before commencing any operations under this Agreement, with complete copies of policies promptly upon the County's or the City's request.
- G. Approval of the insurance by the County or the City shall not relieve or decrease the liability of Palcare hereunder, including as described in Section 10.

- H. The Agreement shall terminate immediately, without notice to Palcare, upon lapse of required insurance coverage.

14. Non-Discrimination Requirements

During the course and scope of the performance of this Agreement, Palcare agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Palcare and any contractors or subcontractors from the bid solicitation period through the completion of this Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Furthermore, during the course and scope of the performance of this Agreement, Palcare, for itself, its assignees, and successors in interest (hereinafter referred to as "Contractor") agrees as follows:

- A. Compliance with Regulations. Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- B. Nondiscrimination. Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR §21.
- C. Solicitations for Subcontracts. Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- D. Information and Reports. Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airport or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Airport or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of a contractor's noncompliance with the Non-discrimination provisions of this Agreement, the Airport will impose such contract

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- 1) Withholding payments to the contractor under the contract until the contractor complies; and/or
- 2) Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions. Contractor will include the provisions of paragraphs 12.6.1 through 12.6.6 in every subcontract within the course and scope of this Agreement, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

G. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the course and scope of the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 USC. §794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR §27;
- The Age Discrimination Act of 1975, as amended, (42 USC §6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR §37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 USC §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 CFR at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC §1681 et seq.).

15. Equal Benefits

With respect to the provision of employee benefits, all parties shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

16. Airport Intellectual Property

Pursuant to Resolution No. 01-0118, adopted by the Commission on April 18, 2001, the Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. All proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director’s prior consent.

17. Limited Liability

The County shall not be required to advance its own funds to subsidize Airport-based Employee childcare costs at Palcare and the obligations of the County to provide such funding to Palcare as provided in this Agreement are limited solely to the funds in the County's possession that are received from the City pursuant to the City Agreement. Should any dispute arise over funds the City has provided to County but the County has yet to distribute to Palcare, the County, upon written request from the City will return said funds to City. Any dispute to recover such funds will be solely between the City and Palcare. Any funds already distributed to Palcare will be solely recoverable from Palcare and the City shall have no cause of action or recourse against the County for distributing such funds.

18. Third-Party Beneficiary

The City shall be an express third-party beneficiary of this Agreement.

19. Submitting False Claims; Monetary Penalties

The full text of San Francisco Administrative Code §21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Under San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

20. Federal Fair Labor Standards Act

The course and scope of performance of this Agreement is subject to the provisions of 29 USC §201, the Federal Fair Labor Standards Act (FLSA). Palcare shall monitor its compliance with the applicable requirements of the FLSA. Any claims or disputes that arise from this requirement should be addressed directly with the U.S. Department of Labor – Wage and Hour Division.

21. Occupational Safety and Health Act of 1970

The course and scope of the performance of this Agreement is subject to the requirements of 29 CFR §1910, the Occupational Safety and Health Act of 1970 (OSHA). Palcare shall monitor its compliance with the applicable requirements of OSHA. Any claims or disputes that pertain to a referenced requirement should be addressed directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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

COUNTY OF SAN MATEO

Date: _____

BY: _____
President, Board of Supervisors

ATTEST: _____
Clerk, Board of Supervisors

Date: _____

PALCARE

BY: Risa Kerssebaech
Executive Director

Date: 3-7-18

Certificate of Delivery
(Government Code Section 25103)

I certify that a copy of the original document filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.

Clerk , Board of Supervisors

Exhibit A

Child Care and Development Family Fee Schedule

[Provided from time to time by the
California Department of Education, Child Development Division under
California Education Code sections 8263(f) and 8447(e)]

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Family Monthly Fee Schedule								
California Department of Education – Effective: July 1, 2017								
State initial enrollment cutoff = 70% of 2015 SMI from CA DOF (2015 ACS Management Bulletin 17-08), State Grad. Phase-Out cutoff = 85% of 2015 SMI from CA DOF (2015 ACS Management Bulletin 17-09)								
Family Fee Schedule								
Monthly Part-time Fee	Monthly Full-time Fee	Family Size 1 or 2	Family Size 3	Family Size 4	Family Size 5	Family Size 6	Family Size 7	Family Size 8 or more
\$ 26.00	\$ 52.00	2,245	2,418	2,717	3,152	3,587	3,668	3,750
\$ 32.00	\$ 64.00	2,303	2,480	2,787	3,233	3,679	3,762	3,846
\$ 39.00	\$ 78.00	2,418	2,604	2,926	3,394	3,863	3,950	4,038
\$ 45.00	\$ 90.00	2,476	2,666	2,996	3,475	3,955	4,044	4,134
\$ 52.00	\$ 103.00	2,591	2,790	3,135	3,637	4,138	4,233	4,327
\$ 59.00	\$ 118.00	2,706	2,914	3,275	3,798	4,322	4,421	4,519
\$ 68.00	\$ 136.00	2,763	2,976	3,344	3,879	4,414	4,515	4,615
\$ 79.00	\$ 158.00	2,879	3,100	3,484	4,041	4,598	4,703	4,807
\$ 89.00	\$ 177.00	2,936	3,162	3,553	4,122	4,690	4,797	4,903
\$ 100.00	\$ 200.00	3,051	3,286	3,693	4,283	4,874	4,985	5,096
\$ 109.00	\$ 218.00	3,109	3,348	3,762	4,364	4,966	5,079	5,192
\$ 120.00	\$ 240.00	3,224	3,472	3,902	4,526	5,150	5,267	5,384
\$ 129.00	\$ 258.00	3,282	3,534	3,971	4,607	5,242	5,361	5,480
\$ 141.00	\$ 281.00	3,397	3,658	4,111	4,768	5,426	5,549	5,673
\$ 152.00	\$ 304.00	3,512	3,720	4,180	4,849	5,518	5,643	5,769
\$ 161.00	\$ 322.00	3,569	3,782	4,250	4,930	5,610	5,737	5,865
\$ 172.00	\$ 344.00	3,685	3,844	4,320	5,011	5,702	5,832	5,961
\$ 181.00	\$ 362.00	3,742	3,906	4,389	5,092	5,794	5,926	6,057
\$ 193.00	\$ 386.00	3,857	3,968	4,459	5,172	5,886	6,020	6,153
\$ 196.00	\$ 391.00	3,915	4,030	4,529	5,253	5,978	6,114	6,250
\$ 202.00	\$ 403.00	4,030	4,092	4,598	5,334	6,070	6,208	6,346
\$ 204.00	\$ 408.00	4,088	4,154	4,668	5,415	6,162	6,302	6,442
\$ 208.00	\$ 415.00	4,145	4,234	4,758	5,519	6,280	6,423	6,566
\$ 212.00	\$ 424.00	4,260	4,340	4,807	5,577	6,346	6,490	6,634
\$ 218.00	\$ 435.00	4,318	4,402	4,877	5,657	6,438	6,584	6,730
\$ 222.00	\$ 444.00	4,433	4,464	4,947	5,738	6,530	6,678	6,826
\$ 229.00	\$ 458.00	4,491	4,588	5,016	5,819	6,622	6,772	6,923
\$ 234.00	\$ 467.00	4,606	4,712	5,086	5,900	6,714	6,866	7,019
\$ 238.00	\$ 476.00	4,779	4,836	5,156	5,981	6,806	6,960	7,115
\$ 243.00	\$ 485.00	4,836	4,898	5,225	6,061	6,897	7,054	7,211
\$ 245.00	\$ 489.00	4,894	4,960	5,295	6,142	6,989	7,148	7,307
\$ 254.00	\$ 507.00	4,989	5,084	5,365	6,223	7,081	7,242	7,403
\$ 258.00	\$ 516.00	5,084	5,146	5,434	6,304	7,173	7,336	7,499
\$ 262.00	\$ 524.00	5,179	5,208	5,504	6,385	7,265	7,430	7,596
\$ 264.00	\$ 527.00	5,274	5,270	5,574	6,466	7,357	7,525	7,692
\$ 282.00	\$ 564.00	5,369	5,456	5,643	6,546	7,449	7,619	7,788
\$ 286.00	\$ 571.00	5,464	5,642	5,713	6,627	7,541	7,713	7,884
\$ 289.00	\$ 578.00	5,559	5,828	5,783	6,708	7,633	7,807	7,980
\$ 293.00	\$ 585.00	5,654	6,014	5,852	6,789	7,725	7,901	8,076
\$ 296.00	\$ 592.00	5,797	6,200	5,922	6,870	7,817	7,995	8,172
\$ 303.00	\$ 599.00			6,131	7,079	8,026	8,204	8,381
\$ 310.00	\$ 606.00			6,340	7,288	8,235	8,413	8,590
\$ 317.00	\$ 613.00			6,549	7,497	8,444	8,622	8,799
\$ 324.00	\$ 620.00			6,758	7,706	8,653	8,831	9,008
\$ 331.00	\$ 627.00			6,967	7,915	8,862	9,040	9,217
State Monthly Income Ceilings 39% SMI		2,245	2,418	2,717	3,152	3,587	3,668	3,750
State Monthly Income Ceilings 70% SMI		4,030	4,340	4,877	5,657	6,438	6,584	6,730
State Monthly Income Ceilings 85% SMI		4,894	5,270	5,922	6,870	7,817	7,995	8,172
State Monthly Income Ceilings 100% SMI		5,757	6,200	6,967	8,082	9,197	9,406	9,615