

GRANT AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND [GRANTEE]

This Grant Agreement (“Agreement”) is entered into this [] day of [], 2023 (the “Effective Date”) by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called “County,” and [GRANTEE], hereinafter called “Grantee.” County and Grantee may be referred to herein as “Parties.”

* * *

WHEREAS, the County has received funds under the federal American Rescue Plan (“ARPA”) which can be used among other applications to respond to the COVID-19 public health emergency and its negative economic impacts; and

WHEREAS, the County has allocated ARPA funds (“ARPA Funds”) for the 2023 Summer Enrichment Grant Program which is intended to support new or expanded childcare services, increase access to such services, and to bolster, support, or preserve existing providers and services within San Mateo County as a measure to support households impacted by the pandemic and its negative economic consequences by providing grants to selected providers that meet qualifying criteria; and

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

NOW, THEREFORE, it is agreed by the Parties to this Agreement as follows:

1. Attachments

The following exhibits are attached to this Agreement and incorporated by reference as if fully set forth herein: Attachment E – Additional Agreement Provisions.

2. Grant

Subject to the terms and conditions herein, County hereby grants to Grantee a grant in a total amount not to exceed [\$GRANT AMOUNT] (“Grant”) in consideration of and on the condition that Grantee shall use the Grant for the sole purpose of carrying out the Grant Purpose as specified herein and in no event shall the County’s total fiscal obligation under this Agreement exceed this amount. The County shall make the Grant funds available to Grantee through disbursement by the SMCU Community Fund, with disbursement to occur within ten (10) days of the Effective Date.

3. Grant Purpose.

The purpose of the Grant (“Grant Purpose”) is to support new or expanded childcare services, increase access to such services, and to bolster, support, or preserve existing providers and services within San Mateo County as a measure to support households impacted by the Covid-19 pandemic, through distribution of grants to qualifying, selected providers of out of school programs that serve socioeconomically disadvantaged (“SED”) students, defined, for the purposes of the Program and this Agreement, as students whose annual household income is less than 65% of the Area Median Income for San Mateo County. “Summer enrichment programs” means, for the purposes of the Program and this Agreement, programs that provide supervised care for rising Kindergarten through rising 12th Grade students during the summer that support academic progress and social and emotional development. This is not a research and development award.

4. Grantee's Representations and Warranties

Grantee represents and warrants to the County that:

- a. Grantee operates a summer enrichment program.
- b. Grantee operates a facility that is physically located in San Mateo County and serves rising kindergarten through rising 12th Grade students, by providing a summer enrichment program.
- c. Grantee's summer enrichment program will be in operation during summer 2023 (i.e., the period of June 1, 2023 through August 31, 2023) for at least 4 weeks (i.e., 20 days) and will operate at least five days per week and offer at least 4 hours of programming per day.
- d. Grantee offers academic and learning support along with activities and programs that promote development of social and emotional learning as part of its summer enrichment program.
- e. Grantee's summer enrichment program primarily serves, or has the potential to serve, at least 50% or more SED students and agrees to use the Grant funds to expand the number of available summer enrichment program slots for SED students.
- f. Grantee will submit an IRS W-9 Form to the County.
- g. Grantee's summer enrichment program is and will remain in compliance with any and all applicable licensing, health and safety, and background check laws, regulations, rules and requirements, and Grantee will provide documentation of same upon request by the County.

Grantee agrees to provide records sufficient to substantiate its representations and warranties upon the County's request.

5. Reporting Requirements

Grantee agrees to provide the County with written reporting at quarterly intervals detailing (a) the expenses to which the Grant funds have been applied with documentation supporting same upon request; (b) description of progress toward meeting the Grant Purpose; (c) the number of SED students served by the Grantee, including whether the number of SED students served has increased, declined, or remained constant compared with the number served as of the Effective Date; and (d) any further reporting reasonably requested by the County. Additional requirements are set forth at Exhibit E.

6. Subaward

(a) The Grant funds are a subaward of ARPA Funds. (Fed. Award Id No. SFLRP0201; Asst. List No. 21027). This means that if Grantee expends more than \$750,000 in Federal awards during the fiscal year, Grantee agrees to submit to audit under the Single Audit Act and its implementing regulations at 2 CFR Part 200, Subpart F.

(b) Because Grantee is receiving a subaward of ARPA Funds, the County must take steps to ensure Grantee meets the audit requirements and uses the Grant funds in accordance with applicable laws, regulations, and the Grant Purpose. Thus, Grantee agrees to promptly (i) identify to the County any ARPA, CARES, or other federal awards/subawards it has received within the past three years and amounts thereof; (ii) provide the County with any audit report, including Single Audit reports, within the past three years; (iii) identify Grantee's current management personnel and systems; and (iv) identify any approved federally recognized indirect cost rate negotiated with the Federal Government. Unless an approved federally recognized indirect cost rate applies, the de minimis indirect cost rate shall apply to the subaward.

(c) Grantee also agrees to cooperate and assist with effective subrecipient monitoring by the County to ensure compliance with all terms and conditions of ARPA and its implementing rules, regulations, reporting, and recordkeeping requirements, including, without limitation, by making itself available for and cooperating with audits and on-site reviews and timely completing applicable close-out requirements.

7. Term & Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and continue in effect through August 31, 2023. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future grants. Grantee understands and agrees that to the extent all Grant funds are not expended at the time of termination (*i.e.*, not later than August 31, 2023), Grantee must promptly return all unexpended funds to the County.

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

See Attachment E for additional terms of termination.

8. Duty to Defend, Indemnify and Hold Harmless

To the maximum extent allowed by law, Grantee shall indemnify, defend and hold harmless the County and its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this agreement by the Grantee and/or its agents, employees or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by the County. The parties agree that this Agreement does not create an employment relationship between the County and Grantee or any of its personnel. Grantee shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage, as well as professional and commercial general liability insurance.

9. Assignability and Subcontracting

Grantee shall not assign this Agreement or any portion of it to a third party. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice and the County shall have the right to a refund of all funds disbursed under this Agreement.

10. Compliance With Laws

All services to be performed by Grantee in connection with this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, 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. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, and provisions pertaining to confidentiality of records. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement. Grantee will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Notices

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

In the case of County, until March 30, 2023 to:	In the case of the County after March 30, 2023	In the case of Grantee, to:
Peggy Jensen County Executive's Office 400 County Center, 1st Floor Redwood City, CA 94063 (650) 363-4171 pjensen@smcgov.org	Justin Mates County Executive's Office 400 County Center, 1 st Floor Redwood City, CA 94063 jmates@smcgov.org	Name Title Address City, State, Zip email

12. 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.

* * *

THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO FUNDS WILL BE DISTRIBUTED UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY'S AUTHORIZED DESIGNEE.

For Grantee:

 (signature)
 Authorized Representative
 Grantee

 Date

 Name of Grantee

 (please print name)
 Authorized Representative
 Grantee

For County:

(Signature)
Authorized Designee
County of San Mateo

Date

Job Title (please print)

(please print name)
Authorized Designee
County of San Mateo

FOR REVIEW