

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH FIRST 5 SONOMA COUNTY COMMISSION
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2022, by and between the City of Santa Rosa, a municipal corporation ("City"), and First 5 Sonoma County Commission, a California public entity established in accordance with the California Children and Families Act of 1998 ("Contractor").

R E C I T A L S

A. City desires to utilize ARPA funding to establish children and childcare support programs in the form of a Childcare Support Program Facility Fund and Children's Savings Account Program, consistent with federal reporting and other requirements.

B. City desires to retain a responsible and qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to this Agreement.

C. Contractor represents to City that it is a responsible firm composed of highly trained professionals with the ability and skills necessary to successfully perform the services hereunder under the terms and conditions of this Agreement.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to City the services described in Exhibit A ("Scope of Services"). Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Contractor shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of five-million, eight-hundred-seventy-five thousand dollars and no cents (\$5,875,000.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Numbers 08061, 08065, and 08053.

3. DOCUMENTATION; RETENTION OF MATERIALS; ACCESS TO RECORDS

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate.

c. Contractor shall maintain the records and any and all other records pertinent to this Agreement for a period of four (4) years after completion of all services hereunder.

d. Contractor agrees to provide City, the State of California, the Federal Emergency Management Agency ("FEMA") Administrator, the Comptroller General of the United States, and any or all of their authorized representatives, access to any books, documents, papers, and records of Contractor which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

e. Contractor agrees to permit all or any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

f. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to work sites pertaining to the services being performed under this Agreement.

4. INDEMNITY

a. Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Contractor hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 18(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Contractor, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Contractor agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Contractor agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Contractor agrees that the City shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Consultant Representative:

Raissa de la Rosa
Division Director
Economic Development

Angie Dillon-Shore
Executive Director
First 5 Sonoma County

707-543-3059
rdelarosa@srcity.org

707-522-2019
adillonshore@first5sonomacounty.org

100 Santa Rosa Ave., Room 3
Santa Rosa, CA 95404

5340 Skylane Boulevard
Santa Rosa, CA 95402

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid in accordance with the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION FOR CONVENIENCE AND CAUSE

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time upon written notice of termination to Contractor. Upon such termination, Contractor shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Contractor for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Contractor.

d. City shall have the right to terminate this Agreement for cause upon written notice to Contractor following an Event of Default. The following shall be "Events of Default" hereunder and the term "Event of Default" shall mean, whenever it is used herein, any one or more of the following events:

(i) The failure by Contractor to perform any obligation under this Agreement, which by its nature Contractor has no capacity to cure;

(ii) The failure by Contractor to perform any other obligation under this Agreement, if the failure has continued for a period of ten (10) days after the City demands in writing that Contractor cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, Contractor may have a longer period as is necessary to cure the failure, but this is conditioned upon Contractor's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure. Contractor shall indemnify and defend the City against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(iii) Any of the following: A general assignment by Contractor for the benefit of Contractor's creditors; any voluntary filing, petition, or application by Contractor under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise;

(iv) The appointment of a trustee or receiver to take possession of all or substantially all of Contractor's assets; or the attachment, execution or other judicial seizure of all or substantially all of Contractor's assets or of Contractor's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Contractor, or any general partner of Contractor if Contractor is a partnership, or

(a) a petition to have Contractor, or any partner of Contractor if Contractor is a partnership, declared bankrupt, or

(b) a petition for reorganization or arrangement of Contractor under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days.

(v) Any representation or warranty related to this Agreement made by any agent of Contractor is determined to have been false or misleading in any material respect at the time made.

12. REMEDIES UPON DEFAULT

This Section 12 shall apply in the event the amount payable under this Agreement exceeds the simplified acquisition threshold as determined pursuant to section 1908 of title 41 of the United States Code, or \$150,000, whichever amount is greater.

a. Remedies on Event of Default. Upon the occurrence of an Event of Default as defined in Section 11, City shall have the right upon written notice to Contractor, in addition to any other rights or remedies available to City at law or in equity, to:

(i) Terminate this Agreement and all rights of Contractor under this Agreement, (ii) Continue this Agreement without terminating the Agreement, or (iii) Temporarily suspend Contractor's performance hereunder, in whole or in part, and recover from Contractor the aggregate sum of;

(1) any amount necessary to compensate City for all the detriment caused by Contractor's failure to perform its obligations or that, in the ordinary course of things, would be likely to result from its failure; and

(2) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California or Federal law.

(b) None of the previous remedial actions, alone or in combination, shall be construed as an election by City to terminate this Agreement unless City has in fact given Contractor written notice that this Agreement is terminated or unless a court of competent jurisdiction decrees termination of this Agreement. If City takes any of the previous remedial actions without terminating this Agreement City may nevertheless at any later time terminate this Agreement by written notice to Contractor.

(c) After the occurrence of an Event of Default, the City, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event

of Default for the account and at the expense of Contractor. However, City must by prior notice first allow Contractor a reasonable opportunity to cure, except in cases of emergency, where City may proceed without prior notice to Contractor. Contractor shall, upon demand, immediately reimburse City for all costs, including costs of settlements, defense, court costs, and attorneys' fees that City may incur in the course of any cure.

(d) No security or guaranty for the performance of Contractor's obligations that City may now or later hold shall in any way constitute a bar or defense to any action initiated by City for enforcement of any obligation of Contractor or for the recovery of damages caused by an Event of Default.

(e) Except where this is inconsistent with or contrary to any provisions of this Agreement, no right or remedy conferred upon or reserved to City is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute. Except to the extent that City may have otherwise agreed in writing, no waiver by City of any violation or nonperformance by Contractor of any obligations, agreements, or covenants under this Agreement shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by City to exercise a remedy for any violation or nonperformance by Contractor be deemed a waiver by City of the rights or remedies with respect to that violation or nonperformance.

(f) Indemnification. The exercise of City of any one or more of the remedies set forth in this Section 12 shall not affect the rights of City or the obligations of Contractor under the indemnity provisions set forth in Section 4 hereof.

(g) No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy reserved to it in this subsection it shall not be necessary to give any notice, other than such notice as may be required in this Section or by law.

(h) Notice of Default. Contractor agrees that, as soon as is practicable, and in any event within ten (10) days after such event, Contractor will furnish City notice of any event which is an Event of Default under this Agreement, or which with the giving of notice or the passage of time or both could constitute an Event of Default under this Agreement, which has occurred and is continuing on the date of such notice, which notice shall set forth the nature of such event and the action which Contractor proposes to take with respect thereto. Each subcontract shall include the provisions of this subsection (h) to require each subcontractor of Contractor to provide City notice of any Event of Subcontractor Default in the same manner as required hereunder of Contractor for an Event of Default.

13. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Contractor shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than December 31, 2026, with funds having been committed by December 31, 2024, in accordance with the American Rescue Plan Act requirements. For the \$1,400,000.00 funds specific to the Childcare Facility Fund Revolving Loan Program, shall be an ongoing program run by Consultant unless otherwise suspended

or terminated per Section 11 of this Agreement.

14. STANDARD OF PERFORMANCE

Contractor shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. All products of whatsoever nature that Contractor delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any schedule of performance. Contractor shall assign only competent personnel to perform services under this Agreement. Contractor shall notify City in writing of any changes in Contractor's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Contractor to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

15. CONFLICTS OF INTEREST

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

16. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

☐ yes ☒ no (check one)

If "yes" is checked by the City, Contractor shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants;" and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

17. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Contractor shall comply with all City policies governing the use of the City network and technology systems. A violation by Contractor of this Section 17 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

18. CONTRACTOR INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Contractor of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including

plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. FEDERAL PROVISIONS

Contractor shall comply with the provisions in Exhibit C to this Agreement. In the event of a conflict between any provision in Exhibit C and any other provision of this Agreement, the more stringent provision shall control and prevail.

19. GENERAL PROVISIONS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Contractor shall pay to City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Contractor agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California and Federal law. Venue of any litigation arising out of or connected with this Agreement shall lie in the state trial court in Sonoma County in the State of California or the United States District Court, Northern District of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Contractor, shall be construed as a waiver of any provision of this Agreement, nor as a

waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

20. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to City that it is (a)) a duly organized and validly existing public entity established in accordance with the California Children and Families Act of 1998, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONTRACTOR:

Name of Firm: First 5 Sonoma County
Commission

TYPE OF BUSINESS ENTITY (*check one*):

☐ Individual/Sole Proprietor
☐ Partnership
☐ Corporation
☐ Limited Liability Company
☒ Other (please specify: Public Entity)

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print
Name: _____

Title: _____

APPROVED AS TO FORM:

Office of the City Attorney

Title: _____

City of Santa Rosa Business Tax Cert. No.

Not Applicable

Attachments:

Attachment One - Insurance Requirements

Exhibit A - Scope of Services

Exhibit B - Compensation

Exhibit C – Federal Provisions



EXHIBIT A

SCOPE OF SERVICES

PROGRAM 1: Childcare Support Program Facility Fund – \$4.3M

The City's Childcare Support Program seeks to stabilize and grow the childcare business sector, ensuring easy access to quality early childcare and education that is within families' financial means.

The goal of the Childcare Facility Fund is to award the \$2.9 m in ARPA allocation funds via grants in support of childcare facility development and rehabilitation (less program administration costs), and to leverage the \$1.4 m General Fund seed funding from the Santa Rosa City Council with other funding sources to be accessed through a no-interest revolving loan program (less program administration costs).

- \$1.4m – no-interest revolving loan program + administrative costs
 - \$1,330,000 – Program Funds
 - \$70,000 – 1 time 5% administrative costs embedded into existing staff costs for ongoing program needs (program has no end date)
- \$2.9m – grant program + 5% administrative costs
 - \$2,755,000 – Program Funds
 - \$145,000 – 5% to cover 2.5 years of First 5 administrative support, including hiring an ARPA program manager in combination with Child Savings Account program.

SEE ATTACHED **DRAFT** PROGRAM OUTLINE (Exhibit A.1)

- Final program elements to be mutually approved by the City and First 5 prior to program implementation.

PROGRAM 2: Child College Savings Account

The investment of ARPA dollars in the Child College Savings Account (CSA) is a transformational investment into the future of qualifying 0–5-year-olds in the City of Santa Rosa. Building on an existing CSA program called *First 5 Futures*, offered by First 5 Sonoma County, this investment holds some of the most significant opportunities to break the cycle of intergenerational poverty and positively impact family economic wellness and self-sufficiency. Specifically, the First 5 Sonoma Futures program an initial investment and incentivized amounts for program participation, including support in financial literacy, school readiness, and parent engagement, all supporting a college-going culture and understanding all post-secondary learning options. Currently, First 5 Sonoma County leverages Family Resource Centers to engage and assist families in opting into First 5-owned 529 college savings accounts for their children and establish a parent-owned 529 college savings account through ScholarShare 529. The collaboration with the City of Santa Rosa to expand the Child College Savings Accounts will include additional community partners serving families with children 0-5 in an effort expand the reach and access in the City of Santa Rosa.

- \$1,496,250 of the \$1,575,000 in ARPA funds will be used to match the investment for 0- 5-year-olds and their families for each qualified child. City funds are restricted for use within city limits and focused on qualifying families residing in QCTs.
- \$78,750 (5% of the \$1,575,000) is allocated to cover 2.5 years of First 5 administrative support, including hiring an ARPA program manager in combination with Facility Fund program.

SEE ATTACHED PROGRAM OVERVIEW (Exhibit A.2)

ARPA COMPLIANCE AND REPORTING REQUIREMENTS ARE MANDATED FOR ALL PROGRAMS FUNDED BY ARPA MONIES PER THE GUIDELINES FOUND HERE: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>



Child Care & Early Learning Facilities Fund Overview

EXHIBIT A.1



The goal of the Child Care & Early Learning Facility Fund is to leverage local, state, and federal funding and policies to establish a sustainable source of funding for high-quality childcare facility development and rehabilitation. The Fund is reliant on the partnership of diverse stakeholders committed to the sustainability and expansion of access to high-quality child care options for working families.

The Fund provides financial support through *grants* and *zero-interest loans* for build out of new child care/early learning facilities included in new housing or business construction, as well as rehabilitation, renovation and repair of existing child care/early learning facilities. Funds may be used for:

- Construction costs
- Fixtures, finishes and equipment (FFE)
 - required for child care facility licensing
 - to enhance the environment to increase program quality to promote optimal learning outcomes
 - to increase accessibility to children with special needs
 - outdoor play area equipment and functional landscaping
- Mechanical, electrical and plumbing (MEP) for new or existing facility
- Fees for permits and inspection
- Cost of architectural design
- Engineering and site development costs

Grants Program

- RFP process Spring 2022
- Projects selected by Fall 2022
- All funds obligated by 12/31/24
- All funds expended by grantees by 12/31/26
- Annual use of funds report required by First 5 Sonoma County through 2030: # of children served at site and demographics
- Award may cover up to 75% of total project cost (applicant must commit at least 25% leveraged funds)
- Facility must be located within the City of Santa Rosa.
- Eligible applicants: Local Education Agencies, 501(c)(3) nonprofit organizations that operate a state or federal government subsidized ECE program (i.e. Head Start, Early

Head Start, CA State Preschool Program) private child care/preschool operators that accept AP vouchers or need-based scholarships for at least 50% of enrolled children, and Licensed Family Child Care owners, and license-exempt programs that are connected to a child care organization. (State center-based programs that choose to apply will be required to document why they are not eligible for available ECE facilities funding from the CA Department of Education)

- Priority points for facilities that provide care for infants and toddlers
- Priority points for facilities that are located within the qualified census tracts

Revolving Loan Program:

- Range from \$20,000 to \$200,000, up to 50% of total project cost
- Up to 10-year repayment plan
- Zero interest
- Annual use of funds report required by First 5 Sonoma County through 2030: # of children served at site and demographics
- Facility must be located within the City of Santa Rosa
- Priority points for facilities that are located within the qualified census tracts

Potential Considerations for Zero-Interest Loan Qualification

1. Cash flow/Capacity to repay
 - a. Will an agency be able to meet its monthly payments?
 - b. Do the borrowers have a reliable and consistent revenue source(s)?
2. Character/Capacity to execute the project
 - a. Does the Borrower have a sound vision and a clear business plan?
 - b. Is there leadership and technical capacity to execute that plan? (i.e. agency leadership - staff and board; experience of the development team: consultants, architect & contractors)
3. Capital/Equity investment
 - a. What agency dollars are invested?
 - b. What other sources are invested?
 - c. What percent of the total cost will be covered by the agency's equity?
4. Collateral
 - a. What is the value of the property being pledged for repayment of the loan?
 - b. Appraisals of property or other assets.
 - i. Loan no greater than 80% of the value of property.
5. Financial Solvency
 - a. Credit History
 - b. External audits/financial statement

EXHIBIT A.2

Through investments from the City of Santa Rosa, First 5 Sonoma County will facilitate a program that provides a free College Saving Account to eligible children aged 0 up to their 5th birthday. First 5 Sonoma County will make an initial deposit of \$200 for every eligible child. Families participating in this program have the opportunity to receive up to an additional \$300 in incentives. The amount will be invested on behalf of the child (beneficiary). The funds will be available for withdrawal after the beneficiary graduates from a high school and enrolls in a college or career education program. Through the College Savings Account program, families are also encouraged to open individual accounts for their children so they can contribute and save for their future.

Program Structure

The goal of the program is that every child aged 0 up to their 5th birthday (beneficiary) will have two college savings accounts. First 5 Sonoma County will set up the first account for the child with **ScholarShare529**, a 529 college savings plan for the State of California. First 5 Sonoma County will use this account platform to invest \$200 in an investment plan for each child with the opportunity for additional incentives of up to \$300 after participating in a qualifying program. The second account may be established directly by a parent or guardian of the child. First 5 Sonoma County will partner with family resource centers and other organizations serving families with children 0-5 in the City of Santa Rosa to assist families in setting up individual college savings accounts.

Parents or guardians will be able to access account balances on both accounts through Outcome Tracker, a designated program management system.

Program Benefits and Incentives

Benefit: First 5 Sonoma County will provide \$200 in seed funding to 0- to 5-year-olds participating in qualifying programs and services that promote early childhood development, optimal child health, and community connectedness. This amount is invested in an age-appropriate portfolio based on the expected college enrollment year. The program beneficiary will not have access to these funds before graduating from high school. The market value of the invested amount will be available to the beneficiary at the time of graduation from high school and will be sent directly to the college or career preparation programs to offset the student's expenses.

Incentives: Parents that utilize qualifying programs and services that promote early childhood development, optimal child health, and community connectedness will have the opportunity to earn up to two program incentive deposits of \$50 for participation/graduation from an eligible program, for up to three of their children within the eligible age range.

First 5 Match Incentive – parent/caregivers who open their parent-owned **ScholarShare529** account will be matched dollar-for-dollar as a deposit from First 5 Sonoma, once a monthly savings deposit of a minimum of \$5 per month for at least three consecutive months has been established. First 5 will match family deposits into their ScholarShare 529 account up to a total of \$200 per child, up until the child's fifth birthday.

Child Qualifications

- Child must be aged birth to 5 years old
- Santa Rosa residents
- Household Adjusted Gross Income of \$75,000 or less

Enrollment

- [First 5 Futures Program Registration Form](#)

Importance of CSAs

Research shows that children from families who save between \$1-\$499 for education are 3x more likely to attend college and 4x more likely to graduate, compared with those with no college savings. When families save and invest now, the money they save can grow and be worth much more when their child reaches college age.

529 Plan Explanation

A 529 plan is a tax-advantaged investment plan designed to help families to save for a beneficiary's (typically one's child or grandchild) future higher education expenses.

ScholarShare529 Explanation

[Scholarshare](#) is the California State 529 plan, a tax-advantaged investment vehicle designed to encourage saving for the future higher education expenses of a designated beneficiary.

What happens if a child does not go to college

If the account beneficiary does not attend college, the account owner may change the beneficiary to another [eligible family member](#). See definition of eligible family member. If funds are withdrawn for a purpose other than qualified higher education expenses, or they are treated as withdrawn due to the naming of an ineligible beneficiary, the amount will be subject to a 10% federal tax on the earnings in addition to federal and state taxes. Non-qualified withdrawals may also be subject to a 2.5% California tax on earnings.



EXHIBIT B

COMPENSATION

PROGRAM 1: Childcare Support Program Facility Fund – \$4.3M

- See attached chart of expenses (Exhibit B.1).
- Disbursement:
 - **\$145,000 ARPA funded Facility Grant Program funds** disbursed on invoice after PSA signed/completed
 - **\$2,755,000 ARPA funded Facility Grant Program funds** disbursed on invoice upon Economic Development Subcommittee and First 5 Commission approval of the final Grant Program application guidelines/requirements/terms and First 5 reporting requirements.
 - **\$35,000 General Fund Facility Loan Program funds** disbursed on invoice after PSA signed/completed
 - **\$1,365,000 General Fund Facility Loan Program funds** disbursed on invoice on or City Council and First 5 Commission approval of the final Loan Program process/guidelines/requirements/terms and First 5 reporting requirements.

PROGRAM 2: Child College Savings Account - \$1,575,000

- See attached chart of expenses (Exhibit B.2).
- Disbursement:
 - **\$787,500 ARPA funded Child College Savings Account program and administration funds** disbursed on invoice after PSA signed/completed
 - **\$787,500 ARPA funded Child College Savings Account program and administration funds** disbursed following mutual approval by City and First 5 of the final CSA Program elements and First 5 reporting requirements.



First 5 - City of Santa Rosa Childcare Facility Fund Program

MULTI-YEAR BUDGET

PERSONNEL	Full-time salary	FY 21-22 (6 month startup)	FY 22-23	FY 23-24	TOTAL CITY OF SR ARPA FUNDING	TOTAL FIRST 5 LEVERAGED FUNDING*
1. Executive Director	\$ 167,000	\$ 8,350	\$ 8,350	\$ 8,350	\$ 12,699	\$ 12,351
2. Program Manager	\$ 85,000	\$ 34,000	\$ 42,500	\$ 34,000	\$ 102,500	\$ 8,000
3. Program Coordinator	\$ 60,000	\$ 3,000	\$ 9,000	\$ 3,000	\$ 10,500	\$ 4,500
4. Loan Program ongoing FY23-24 on		\$ -	\$ -	\$ 70,000	\$ 70,000	unknown
Subtotal Personnel		\$ 45,350	\$ 59,850	\$ 115,350	\$ 195,699	\$ 24,851
Benefits		\$ 6,803	\$ 8,978	\$ 17,303	\$ 8,978	\$ 24,105
Indirect Costs for Personnel		\$ 7,823	\$ 10,324	\$ 19,898	\$ 10,324	\$ 27,721
Total Personnel		\$ 59,975	\$ 79,152	\$ 152,550	\$ 215,001	\$ 76,677
OPERATING EXPENSES		FY 21-22 (6 month startup)	FY 22-23	FY 23-24	TOTAL CITY OF SR ARPA FUNDING	TOTAL FIRST 5 LEVERAGED FUNDING
1. Facilities Grants Program (2-yr ARPA time constraints)		\$ -	\$ 1,377,500	\$ 1,377,500	\$ 2,755,000	\$ -
ARPA Funded Admin Costs (see personnel)		\$ 36,250	\$ 72,500	\$ 36,250	\$ -	\$ -
2. Facilities Revolving Loan Program (on-going program; no time limit)		\$ -	\$ -	\$ 1,330,000	\$ 1,330,000	\$ -
GF Funded Admin Costs (see personnel)		\$ -	\$ -	\$ 70,000	\$ -	\$ -
Total Operating (less admin costs)		\$ -	\$ 1,377,500	\$ 2,707,500	\$ 4,085,000	\$ -
TOTAL Personnel + Ops Budget: \$4,376,677		\$ 59,975	\$ 1,456,652	\$ 2,860,050	\$ 4,300,000	\$ 76,677

*First 5 In kind contribution to match City funded admin costs

Facility Fund - ARPA	
\$ 2,900,000.00	total arpa funds
\$ 2,755,000.00	program fund amount
\$ 145,000.00	admin costs
Facility Fund - General Fund	
\$ 1,400,000.00	total arpa funds
\$ 1,330,000.00	program fund amount
\$ 70,000.00	admin costs
Total Program Funds	\$ 4,085,000.00
Total Admin Funds	\$ 215,000.00
	\$ 4,300,000.00



First 5 - City of Santa Rosa **Childcare Facility Fund Program**

FY 2021-2022 BUDGET (6 month startup budget)

PERSONNEL	FTE	Full-time salary	TOTAL COST	City of SR ARPA Funding	First 5 Sonoma Leveraged Funding
1. Executive Director	5%	\$ 167,000	\$ 8,350	\$ 4,000	\$ 4,350
2. Program Manager	40%	\$ 85,000	\$ 34,000	\$ 30,000	\$ 4,000
3. Program Coordinator	5%	\$ 60,000	\$ 3,000	\$ 2,250	\$ 750
Subtotal Personnel			\$ 45,350	\$ 36,250	\$ 9,100
Benefits			\$ 6,803	\$ -	\$ 6,803
<i>Indirect Costs for Personnel</i>			\$ 7,823	\$ -	\$ 7,823
Total Personnel			\$ 59,975	\$ 36,250	\$ 23,725
OPERATING EXPENSES			TOTAL COST	City of SR ARPA Funding	First 5 Sonoma Leveraged Funding
1. Facilities Grants Program			\$ -	\$ -	\$ -
ARPA Funded Admin Costs			\$ 36,250		
2. Revolving Facilities Loan Program			\$ -	\$ -	\$ -
GF Funded Admin Costs			\$ -	\$ -	
Total Operating (less admin costs)			\$ 36,250	\$ -	\$ -
Total Budget: Personnel + Operating			\$ 59,975	\$ 36,250	\$ 23,725



First 5 - City of Santa Rosa Childcare Facility Fund Program

FY 2022-2023 BUDGET

PERSONNEL	FTE	Full-time salary	TOTAL COST	City of SR ARPA Funding	First 5 Sonoma Leveraged Funding
1. Executive Director	5%	\$ 167,000	\$ 8,350	\$ 4,699	\$ 3,651
2. Program Manager	50%	\$ 85,000	\$ 42,500	\$ 42,500	\$ -
3. Program Coordinator	15%	\$ 60,000	\$ 9,000	\$ 6,000	\$ 3,000
Subtotal Personnel			\$ 59,850	\$ 53,199	\$ 6,651
Benefits			\$ 8,978	\$ 8,978	\$ -
<i>Indirect Costs for Personnel</i>			\$ 10,324	\$ 10,324	\$ -
Total Personnel			\$ 79,152	\$ 72,501	\$ 6,651
OPERATING EXPENSES			TOTAL COST	City of SR ARPA Funding	First 5 Sonoma Leveraged Funding
1. Facilities Grants Program			\$ 1,377,500	\$ 1,377,500	\$ -
ARPA Funded Admin Costs			\$ 72,500	\$ -	\$ -
2. Facilities Revolving Loan Program			\$ -	\$ -	\$ -
GF Funded Admin Costs			\$ -	\$ -	\$ -
Total Operating (less admin costs)			\$ 1,450,000	\$ 1,377,500	\$ -
Total Budget: Personnel + Operating			\$ 1,456,652	\$ 1,450,001	\$ 6,651



First 5 - City of Santa Rosa Childcare Facility Fund Program

FY 2023-2024 BUDGET

PERSONNEL	FTE	Full-time salary	TOTAL COST	City of SR ARPA Funding	First 5 Sonoma Leveraged Funding
1. Executive Director	5%	\$ 167,000	\$ 8,350	\$ 4,000	\$ 4,350
2. Program Manager	40%	\$ 85,000	\$ 34,000	\$ 30,000	\$ 4,000
3. Program Coordinator	5%	\$ 60,000	\$ 3,000	\$ 2,250	\$ 750
4. Staffing Costs - Loan Program ongoing FY23-24 on			\$ 70,000	\$ 70,000	unknown
Subtotal Personnel			\$ 115,350	\$ 106,250	\$ 9,100
Benefits			\$ 17,303	\$ -	\$ 17,303
<i>Indirect Costs for Personnel</i>			\$ 19,898	\$ -	\$ 19,898
Total Personnel			\$ 152,550	\$ 106,250	\$ 46,300
OPERATING EXPENSES			TOTAL COST	City of SR ARPA Funding	First 5 Sonoma Leveraged Funding
1. Facilities Grants Program			\$ 1,377,500	\$ 1,377,500	\$ -
ARPA Funded Admin Costs			\$ 36,250		\$ -
2. Facilities Revolving Loan Program			\$ 1,330,000	\$ 1,330,000	\$ -
GF Funded Admin Costs - total allotted amount			\$ 70,000		\$ -
Total Operating (less admin costs)			\$ 2,813,750	\$ 2,707,500	\$ -
Total Budget: Personnel + Operating \$ 2,860,050				\$ 2,813,750	\$ 46,300



First 5 Futures - City of Santa Rosa Child Savings Accounts

MULTI-YEAR BUDGET

PERSONNEL	Full-time salary	FY 21-22 (6 month startup)	FY 22-23	FY 23-24	TOTAL CITY OF SR ARPA FUNDS	TOTAL FIRST 5 LEVERAGED FUNDING
1. Executive Director	\$ 167,000	\$ 4,175	\$ 8,350	\$ 8,350	\$ 14,250	\$ 6,625
2. Program Manager	\$ 85,000	\$ 8,500	\$ 21,250	\$ 21,250	\$ 51,000	\$ -
3. Program Coordinator	\$ 60,000	\$ 1,500	\$ 6,000	\$ 6,000	\$ 13,500	\$ -
Subtotal Salaries		\$ 14,175	\$ 35,600	\$ 35,600	\$ 78,750	\$ 6,625
Benefits	\$	2,126	\$ 5,340	\$ 5,340	\$ -	\$ 12,806
<i>Indirect Costs for Personnel</i>	\$	2,445	\$ 6,141	\$ 6,141	\$ -	\$ 14,727
Total Personnel	\$	18,746	\$ 47,081	\$ 47,081	\$ 78,750	\$ 34,158
OPERATING EXPENSES		FY 21-22 (6 month startup)	FY 22-23	FY 23-24	TOTAL CITY OF SR ARPA FUNDS	TOTAL FIRST 5 LEVERAGED FUNDING
Child Savings Account Program	\$	-	\$ 748,125	\$ 748,125	\$ 1,496,250	\$ -
ARPA Funded Admin Costs (see personnel)	\$	26,250	\$ 26,250	\$ 26,250	\$ -	\$ -
Subtotal Operating (less admin costs)	\$	-	\$ 748,125	\$ 748,125	\$ 1,496,250	\$ -
Total Personnel + Operating Budget: \$1,609,158	\$	18,746	\$ 795,206	\$ 795,206	\$ 1,575,000	\$ 34,158

CSA	
\$ 1,575,000.00	total arpa funds
\$ 1,496,250.00	program fund amount
\$ 78,750.00	admin costs



First 5 Futures - City of Santa Rosa Child Savings Accounts

FY 2021-2022 BUDGET (6 month startup budget)

PERSONNEL	FTE	Full-time salary	TOTAL COST	City of SR ARPA Funding	First 5 Sonoma Leveraged Funding
1. Executive Director	2.5%	\$ 167,000	\$ 4,175	\$ -	\$ 4,175
2. Program Manager	10%	\$ 85,000	\$ 8,500	\$ 8,500	\$ -
3. Program Coordinator	2.5%	\$ 60,000	\$ 1,500	\$ 1,500	\$ -
Subtotal Salaries			\$ 14,175	\$ 10,000	\$ 4,175
Benefits			\$ 2,126	\$ -	\$ 2,126
<i>Indirect Costs for Personnel</i>			\$ 2,445	\$ -	\$ 2,445
Total Personnel			\$ 16,301	\$ 10,000	\$ 6,301
OPERATING EXPENSES			TOTAL COST	City of SR ARPA Funding	First 5 Sonoma Leveraged Funding
Child Savings Account Program			\$ -	\$ -	\$ -
ARPA Funded Program Admin Costs			\$ 10,000	\$ -	\$ -
Total Operating (less admin costs)			\$ -	\$ -	\$ -
Total Budget: Personnel + Operating			\$ 16,301	\$ 10,000	\$ 6,301



First 5 Futures - City of Santa Rosa Child Savings Accounts

FY 2022-2023 BUDGET

PERSONNEL	FTE	Full-time salary	TOTAL COST	City of SR ARPA Funding	First 5 Sonoma Leveraged Funding
1. Executive Director	5%	\$ 167,000	\$ 8,350	\$ 7,125	\$ 1,225
2. Program Manager	25%	\$ 85,000	\$ 21,250	\$ 21,250	\$ -
3. Program Coordinator	10%	\$ 60,000	\$ 6,000	\$ 6,000	\$ -
Subtotal Salaries			\$ 35,600	\$ 34,375	\$ 1,225
Benefits			\$ 5,340	\$ -	\$ 5,340
<i>Indirect Costs for Personnel</i>			\$ 6,141	\$ -	\$ 6,141
Total Personnel			\$ 47,081	\$ 34,375	\$ 12,706
OPERATING EXPENSES			TOTAL COST	City of SR ARPA Funding	First 5 Sonoma Leveraged Funding
Child Savings Account Program			\$ 748,125	\$ 748,125	\$ -
ARPA Funded Program Admin Costs			\$ 34,375	\$ -	\$ -
Total Operating (less admin costs)			\$ 748,125	\$ 748,125	\$ -
Total Budget: Personnel + Operating			\$ 795,206	\$ 782,500	\$ 12,706



First 5 Futures - City of Santa Rosa Child Savings Accounts

FY 2023-2024 BUDGET

PERSONNEL	FTE	Full-time salary	TOTAL COST	City of SR ARPA Funding	First 5 Sonoma Leveraged Funding
1. Executive Director	5%	\$ 167,000	\$ 8,350	\$ 7,125	\$ 1,225
2. Program Manager	25%	\$ 85,000	\$ 21,250	\$ 21,250	\$ -
3. Program Coordinator	10%	\$ 60,000	\$ 6,000	\$ 6,000	\$ -
Subtotal Salaries			\$ 35,600	\$ 34,375	\$ 1,225
Benefits			\$ 5,340	\$ -	\$ 5,340
<i>Indirect Costs for Personnel</i>			\$ 6,141	\$ -	\$ 6,141
Total Personnel			\$ 47,081	\$ 34,375	\$ 12,706
OPERATING EXPENSES			TOTAL COST	City of SR ARPA Funding	First 5 Sonoma Leveraged Funding
Child Savings Account Program			\$ 758,125	\$ 758,125	\$ -
ARPA Funded Program Admin Costs			\$ 34,375	\$ -	\$ -
Total Operating (less admin costs)			\$ 758,125	\$ 758,125	\$ -
Total Budget: Personnel + Operating			\$ 805,206	\$ 792,500	\$ 12,706

Exhibit C

FEDERAL PROVISIONS

A. Definitions

1. **Government** means the United States of America and any executive department or agency thereof.
2. **FEMA** means the Federal Emergency Management Agency.
3. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

B. Federal Changes

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, included but not limited to those requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by this reference. Contractor's failure to so comply shall constitute a material breach of this Agreement.
2. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. Compliance with the Contract Work Hours and Safety Standards Act.

Pursuant to section 3701 of title 40 of the United States Code, this Section C shall apply to Contractor in the event the amount payable under this Agreement exceeds \$100,000 and may involve the employment of mechanics or laborers.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory,

to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and Federal Water Pollution Control Act

This Section D shall apply in the event the amount payable under this Agreement exceeds \$150,000.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*

2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1. This Agreement is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 “Debarment and Suspension.” Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs under executive Order 12549.
3. Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C and title 2 Code of Federal Regulations, part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of California and the City of Santa Rosa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. Procurement of Recovered Materials

1. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - (a) Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - (b) Meeting Agreement performance requirements; or
 - (c) At a reasonable price.

2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. MBE/WBE REQUIREMENTS

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:
 - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (f) Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

I. MISCELLANEOUS PROVISIONS

1. DHS Seal. Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
2. FEMA Assistance. Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement only. Contractor shall comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

3. Federal Government Not Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from this Agreement.
4. False Claims. Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

J. Equal Employment Opportunity

During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive

Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. Prohibition on Contracting for Covered Telecommunications Equipment or Services

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
2. Prohibitions.
 - (a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (b) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system;
or

- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

- (a) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (b) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - (I) Are not used as a substantial or essential component of any system; and
 - (II) Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

- (a) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (b) The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall

describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

L. Domestic Preference for Procurements

1. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
2. For purposes of this clause:
 - (a) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (b) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.