



May 10, 2023

Revised

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

SUBJECT: APPROVE AN ENHANCING VISION 2026 FUND ALLOCATION FROM DISTRICT 1 IN THE AMOUNT OF \$75,000 TO MATH/SCIENCE NUCLEUS; APPROVE THE STANDARD SERVICES AGREEMENT TO PROVIDE NATURAL DISASTER SCIENCE EDUCATION; AND AUTHORIZE THE AUDITOR-CONTROLLER TO MAKE THE RELATED BUDGET ADJUSTMENTS

Dear Board Members:

RECOMMENDATIONS

- A. Approve a Fiscal Year 2022-2023 Enhancing Vision 2026 Fund allocation from District 1 in an amount not to exceed \$75,000 for Math/Science Nucleus;
- B. Approve the Standard Services Agreement (Procurement Contract No. 25472) with Math/Science Nucleus (Principal: Joyce Blueford; Location: Fremont) to provide natural disaster science education to the public, teachers, and students for the period of 5/1/23 – 6/30/25, in an amount not-to-exceed \$75,000; and
- C. Authorize the Auditor-Controller to increase appropriation and revenue in the amount of \$75,000

DISCUSSION/SUMMARY

On June 29, 2018, your Board established the Enhancing Vision 2026 Fund (EV2026 Fund) to help the County reach its Vision 2026 10X goals of creating a healthy, safe, livable, and resilient county for children, youth, and families by eliminating homelessness, poverty and hunger; supporting accessible infrastructure; and providing healthcare and employment for all. On September 17, 2019, your Board approved the Health Care Services Agency (HCSA) role and process for administering the EV2026 Fund for the period of FY 19-20 to FY 21-22 (Item No. 18.1). This approval specified HCSA's role in handling allocation requests from the five Alameda County Supervisorial Districts including allocation management and contract administration.

On June 25, 2021, your Board approved the extension of the EV2026 Fund beginning FY 22-23 through FY 24-25 to enhance visionary programs and services for children, youth, and families in each District, and subsequently approved HCSA's continued role and process for administering the EV2026 Fund through FY 24-25 on July 19, 2022 (Item No. 16).

The EV2026 Fund consists of \$5 million per year for FY 19-20 to FY 24-25 that is divided equally among all five Supervisorial Districts. All expenditures from the EV2026 Fund must be used to support children, youth, and families, be in accordance with County contracting practices, be subject to Results-Based Accountability (RBA), and be approved by the Board of Supervisors.

HCSA requests your Board's approval of Supervisorial District 1's FY 22-23 allocation of \$75,000 for Math/Science Nucleus (MSN) and the Standard Services Agreement with MSN for the period of 5/1/23 to 6/30/25, in an amount not to exceed \$75,000, to provide natural disaster science education and resources to increase public awareness of what causes natural disaster and how to mitigate them, which conforms to the EV2026 Fund criteria that are meant to support children, youth, and families living in Alameda County.

Math/Science Nucleus (MSN) is a non-profit 501(c)3, educational and research organization founded in 1982. MSN brings together scientists, educators, and community members; manages several facilities in the Fremont area that are used to illustrate the power of natural disasters (earthquakes, floods, and landslides); and serves as an online science resource center to assist school districts, teachers, and administrators in disaster education. Facilities include the Fremont Earthquake Exhibit in Central Park (owned by the City of Fremont), which offer free tours to the community, and Tule Ponds at Tyson Lagoon (owned by Alameda County Flood Control and Water Conservation District), located on the Hayward Fault, which is considered one of the most dangerous faults in the East Bay. Online resources include presentations to be used in their classroom for grades 4-8 to show students how all these disasters are connected through the changing landscapes over time. In these areas, MSN partners with the City of Fremont, Alameda County Flood Control and Water Conservation District, and U.S. Geological Survey.

Supervisorial District 1's FY 22-23 allocation of \$75,000 would allow Math/Science Nucleus (MSN) to create scientifically accurate presentations for tours, virtual presentations, and teachers to use in classrooms that will show how all these disasters are connected through the changing landscapes over time; host events at the Earth Exhibit at Central Park (in Fremont) highlighting earthquakes; and host a yearly event in the fall or summer to prepare for the flooding at Tule Ponds at Tyson Lagoon. The goal of this work is to help the public, and students and their families increase awareness and critically think about what to do during an event, and provide scenarios that allow them to make decisions to prevent harm. These activities would serve children, youth, and families living in Alameda County in conformity with the EV2026 Fund criteria.

SELECTION CRITERIA

Each supervisorial district is responsible for identifying and selecting projects or programs that support children, youth, and families and create safe and resilient communities. The EV2026 Fund allocations must be in alignment with the following criteria, which have been adapted from the Measure A criteria:

- 1. Grants shall be approved for services during the period July 1, 2019 to June 30, 2025 unless otherwise specified or adjusted by the Board;*
- 2. Funds distributed should reflect the geographic and cultural diversity of the County and services should be provided in the most geographically accessible manner possible in each district;*
- 3. Funds must be spent according to the priority populations, specifically children, youth, and families;*
- 4. Funds should be distributed according to administrative protocols or systems to minimize administrative costs and duplicate processes;*

5. *Funds should promote coordination among providers and an integrated approach to the delivery of services; and*
6. *Projects should be responsive to community-identified needs.*

The vendor recommended for award in this Board letter meets the criteria described above. Math/Science Nucleus (MSN). is a non-profit 501(C)(3) organization and is therefore exempt from the County's Small, Local and Emerging Business (SLEB) Program. This organization was identified by Supervisorial District 1 to support Alameda County children, youth, and families.

FINANCING

Funding for the recommendations (\$75,000) comes from District 1's FY 22-23 EV2026 Fund allocation and is not included in the HCSA FY 22-23 Approved Budget. HCSA requests an increase of appropriation in the amount of \$75,000 in HCSA, where the costs will be incurred, with offsetting revenue in the same amount. Approval of the recommendations will have no impact on net County costs.

VISION 2026 GOAL

Supporting nonprofit organizations working on disaster awareness and education via EV2026 Fund meets the 10X goal pathways of **Healthcare for All**, **Safe & Livable Communities**, and **Accessible Infrastructure** in support of our shared vision of a **Thriving & Resilient Population**.

Sincerely,

DocuSigned by:

CB284AE84C50405...

Colleen Chawla, Director
Health Care Services Agency

FINANCIAL RECOMMENDATION FORM

#140100-35 Rev 5/21/14

1 **AGENDA DATE:** 6/6/2023
BOARD LETTER SUBJECT: APPROVE AN ENHANCING VISION 2026 FUND ALLOCATION FROM DISTRICT 1
IN THE AMOUNT OF \$75,000 TO MATH/SCIENCE NUCLEUS; APPROVE THE STANDARD SERVICES AGREEMENT TO
PROVIDE NATURAL DISASTER SCIENCE EDUCATION, AND AUTHORIZE THE AUDITOR-CONTROLLER TO MAKE THE
RELATED BUDGET ADJUSTMENTS

BUDGET YEAR: 2023 **FUND:** 10000

2 The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

3 The increase (decrease) in anticipated revenue, as follows:

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350100	660011	00000		\$75,000.00
ORG TOTAL				\$75,000.00

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$75,000.00

4 The increase (decrease) in appropriations, as follows:

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350100	610000	00000		\$75,000.00
ORG TOTAL				\$75,000.00

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				

GRAND TOTAL APPROPRIATION \$75,000.00

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of May 1, 2023, is by and between the County of Alameda, hereinafter referred to as the "County", and Math/Science Nucleus hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to provide natural disaster science education to increase public and school students' awareness of what causes natural disasters and how to mitigate them for families in Alameda County from Math/Science Nucleus which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide natural disaster science education to increase public and school students' awareness of what causes natural disasters and how to mitigate them, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification

The term of this Agreement shall be from 5/1/2023 through 6/30/2025.

The compensation payable to Contractor hereunder shall not exceed seventy five thousand dollars (\$75,000) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

MATH/SCIENCE NUCLEUS

By: Nate Miley
Signature

By: DocuSigned by:
Joyce Blueford
FA9D0E544D8940F...
Signature

Name: Nate Miley
(Printed)

Name: Joyce Blueford
(Printed)

Title: President of the Board of Supervisors

Title: Board President

Date: 6/13/23

Date: 5/8/2023

Approved as to Form:
DONNA R. ZIEGLER, County Counsel

By: DocuSigned by:
Scott Dickey
41E878ED27CC4CF
K. Scott Dickey
Assistant County Counsel

By signing above, the signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement



GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively

“Liabilities”) except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees’ Retirement Association (ACERA) or California Public Employees’ Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor’s available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor’s insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor’s excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County’s own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS’ COMPENSATION:** Contractor shall provide Workers’ Compensation insurance, as applicable, at Contractor’s own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers’ Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A"; and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any

other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Health Care Services Agency
1000 San Leandro Blvd, 3rd Floor
San Leandro, CA 94577
Attn: Maria Smith

To Contractor: MATH/SCIENCE NUCLEUS
4074 Eggers Drive
Fremont, CA 94536
Attn: Joyce Blueford

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's

employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its NATURAL DISASTER SCIENCE EDUCATION TO THE PUBLIC, TEACHERS, STUDENTS, AND FAMILIES shall not exceed \$75,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**

SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor is approved by County to participate in contract without SLEB participation. As a result, there is no requirement to be certified or subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. The approval is based on: Contract as a non-profit church or non-profit religious organization (NPO) is a SLEB Exempt Entity.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR).

- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at ACSLEBcompliance@acgov.org.

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
- 26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
- 27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
- 28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or

modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor

Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Paragraph 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
- c. Notwithstanding this Paragraph 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for up to 20 months by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]



EXHIBIT A

**DEFINITION OF SERVICES
(PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS)**

Contracting Department	Alameda County - Health Care Services Agency
Contractor Name	Math/Science Nucleus
Contract Period	5/1/2023 to 6/30/2025
Type of Services	EV2026 Fund – District 1 – NATURAL DISASTER SCIENCE EDUCATION
Allocation Amount	\$75,000

I. Program Name

EV2026 D1 – Math/Science Nucleus

II. Contract Services

Contractor shall provide Alameda County Health Care Services Agency (HCSA) with services that conform to the Enhancing Vision 2026 Fund criteria, which are meant to support children, youth, and families living in Alameda County.

Contractor shall provide Alameda County Health Care Services Agency (HCSA) with the following services:

1. Field trips/presentations on disasters (earthquakes, landslides, and floods) for schools in the Fremont area
2. Arrange one (1) event per year for families at Fremont Earthquake Exhibit and Tule Ponds at Tyson Lagoon

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

1. Provide scientific information on local earthquakes, landslides, and floods via tours, online resources and virtual classes
2. Provide activities that allow families to critically think about what to do during an event
3. Provide scenarios that allow families to make decisions to prevent harm

B. Target Population

Contractor shall provide services to the following population described below:

1. Service Groups

- a. Schools (K-12) with emphasis on grades 4 through 8 where the subject is taught in science
- b. Families in District 1 area that may be impacted movements in the Hayward Fault

2. Program Eligibility

Contractor shall only service clients who:

- Are Alameda County residents;
- Live in the Alameda County portion of District 1; and
- Receive some public assistance based on income level; and K-12 schools in District 1 and can commute to the learning facilities (Tule Ponds at Tyson Lagoon, Fremont Earthquake Exhibit)

C. Program Requirements

Contractor shall maintain the following program services:

1. Program Services

Math/Science Nucleus (MSN) is a non-profit (501(c)(3)) educational and research organization founded in 1982. MSN brings together scientists, educators, and community members; manages several facilities in the Fremont area that are used to illustrate the power of natural disasters (earthquakes, floods, and landslides); and serves as an online science resource center to assist school districts, teachers, and administrators in disaster education. Facilities include the Fremont Earthquake Exhibit in Central Park (owned by the City of Fremont), which offer free tours to the community, and Tule Ponds at Tyson Lagoon (owned by Alameda County Flood Control and Water Conservation District), located on the Hayward Fault, which is considered one of the most dangerous faults in the East Bay. Online resources include presentations to be used in their classroom for grades 4-8 to show students how all these disasters are connected through the changing landscapes over time. In these areas, MSN partners with the City of Fremont, Alameda County Flood Control and Water Conservation District, and U.S. Geological Survey.

Math/Science Nucleus will provide the following services:

- a. Create presentations that will be used by tours, virtual presentations, and teachers available online are scientifically accurate.
- b. Conduct tours and design curriculum
- c. Host an annual event highlighting Earthquakes to be scheduled in October or April at the Earthquake Exhibit in Central Park.
- d. Host an annual event in fall or summer to prepare for flooding at Tule Ponds at Tyson Lagoon.
- e. Send advertisements to the school districts on materials that will be available.

The goal of this work is to help the public, and students and their families increase awareness and critically think about what to do during an event, and provide scenarios that allow them to make decisions to prevent harm.

2. Hours of Operation

- By appointment or scheduled event, mainly during school year

3. Service Delivery Sites

- a. Fremont Earthquake Exhibit (Central Park, Fremont) 40204 Paseo Padre Parkway, Fremont, CA 94538
- b. Tule Ponds at Tyson Lagoon, 1999 Walnut Ave, Fremont.

4. Additional Requirements

- a. Contractor shall participate in any training sessions as requested by the County
- b. Alameda County reserves the right to request additional information. The approval of the County to requested changes shall not release Contract from its obligations under this Agreement.
- c. Entirety of Agreement: Contractor shall abide by all provisions under General Terms and Conditions, all Exhibits, all Attachments that are associated with and included in this agreement and made part of the same by this reference.

IV. Contract Deliverables and Reporting Requirements

A. Process Objective

By 6/30/2025, Contractor shall meet the following process objectives:

Process Objective	“How Much Did We Do?”	Data Source
Schedule events in 2023, 2024, and 2025	Coordinate with other partners to save dates (mainly City of Fremont and the U.S. Geological Survey	Dates, times, and events would be put on the website under our Fremont Earthquake Exhibit
Coordinate with Fremont Unified School District base programs	Offer about 10 individual field trips for individual classes, 1-3 virtual. The number may vary after discussion with school districts	Put it on calendar so educators can see the projected dates

B. Quality Objective

By 6/30/2025, Contractor shall meet the following qualify objectives:

Quality Objective	“How Well Did We Do It?”	Data Source
Monitor dates that are realistic for schools	Completion of events and field trips that would start in school year 2023-24	Online scheduling and confirmation, teacher sign-in for field trips for each school year
Events are listed so families can register	Creation of a database of those who signed up	Sign-in on the date of the event for each year

C. Impact Objectives

By 6/30/2025, Contractor shall meet the following impact objective:

Impact Objective	“Is Anyone Better Off?”	Data Source
All school classes will be scheduled before the beginning of the school year	Metrics on schools	Database on schools signing up
All events scheduled before the beginning of the school year	Metrics on attendees of what they learned.	Questionnaires when adults sign up and after attending

VI. Invoicing Requirements

- A. Contractor shall submit invoices according to the schedule and specifications detailed in Exhibit B (see Exhibit B, Section II, Terms and Conditions of Payment, and Exhibit B, Section III, Invoicing Procedures).
- B. Invoices shall be accompanied by the required reports described in Exhibit A, Section III, Program Information and Requirements. These reports should align and contain all relevant sections of the Reporting Template depicted below, detailing project outcomes to date.

VII. Reporting Requirements

- A. Contractor shall submit a report on Contract outcomes and objectives that aligns with the stated Objectives, Measures, and Data Sources detailed in Exhibit A, Section III, Program Information and Requirements, utilizing the format depicted on the following page.
- B. Contractor shall not provide any Personally Identifiable Health Information or other confidential or protected data to the County.
- C. Contractor shall also include the following information on their monthly reports:
 - i. Contractor Name
 - ii. Remittance Address
 - iii. Procurement Contract Number
 - iv. Reporting Period

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

VIII. Reporting Template

CONTRACT DELIVERABLES REPORT

From:
 Math/Science Nucleus
 ATTN: Joyce Blueford
 4074 Eggers Drive
 Fremont, CA 94536

Bill To:
 Alameda County Health Care Services Agency
 ATTN: Special Projects Office
 1000 San Leandro Blvd, Suite 300
 San Leandro, CA 94577

Reporting Period:
Procurement Contract Number: 25472
Purchase Order Number:

Process Objective	“How Much Did We Do?”	Data Source	Data for this Reporting Period

Challenges and/or Highlights:

Quality Objective	“How Well Did We Do It?”	Data Source	Data for this Reporting Period

Challenges and/or Highlights:

Impact Objective	“Is Anyone Better Off?”	Data Source	Data for this Reporting Period

Challenges and/or Highlights:

EXHIBIT B

PAYMENT TERMS

Contracting Department	Alameda County - Health Care Services Agency
Contractor Name	Math/Science Nucleus
Contract Period	5/1/2023 to 6/30/2025
Type of Services	EV2026 Fund – District 1 NATURAL DISASTER SCIENCE EDUCATION
Allocation Amount	\$75,000

I. Budget Summary

Service Description	Amount
Personnel	
Instructor (2) \$75 per hour x 150 hours x 2 = \$22,500.00 x 3 years	\$67,500.00
Operating Cost	
Materials \$2,500 x 3 years	\$7,5000
TOTAL NOT TO EXCEED AMOUNT	\$75,000

II. Terms and Conditions of Payment

1. Revisions in staff payment and other line items cost shall be approved by County.
2. The total amount of reimbursement under the terms of this Agreement shall not exceed **\$75,000.**
3. Contractor shall submit invoices with all required progress reports in accordance with the reporting requirements to HCSA.
4. Contractor shall invoice the County **quarterly** for actual expenses incurred based upon the services described in Exhibit A. The final invoice shall be for an amount not to exceed the remaining balance of the contract. **The final invoice and annual report must be received no later than August 15, 2025.**
5. Funds shall be solely in support of the project’s program budget and may not be used for any purpose other than those specified in this Agreement without prior written approval from the HCSA. Reimbursement is limited to actual expenses and in accordance with the items and cost as set forth in the Budget Summary.

6. County shall use best efforts to process invoices submitted by Contractor within forty-five (45) working days of receipt of invoices, required report, and any other requested documentation. Invoices shall be reviewed and not paid until approved by HCSA.

III. Invoice Procedures

Invoice shall include the following information:

1. Remittance address
2. Reporting period
3. Procurement Contract Number
4. Purchase Order Number
5. Invoice number
6. Invoice amount
7. Details of expenditures
8. All required reports

Contractor's omission of and the information about shall result in a delay in payment.

Invoices accompanied by the required report shall be emailed to EV2026Fund@acgov.org.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER McDermott-Costa Co., Inc. 1045 MacArthur Blvd. San Leandro, CA 94577	CONTACT NAME: Gina M. Endrina	
	PHONE (A/C, No. Ext): E-MAIL ADDRESS: ginae@modermottcosta.com	FAX (A/C, No): (510) 357-3230
INSURED Math/Science Nucleus 4074 Eggers Drive Fremont, CA 94538	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Insurance Company	NAIC #: 11000
	INSURER B: Hartford Casualty Insurance Company	29424
	INSURER C: Philadelphia Indemnity Insurance Co.	18058
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSUR INAD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y Y	57S9ABZ2710	03/23/2023	03/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		57S9ABZ2710	03/23/2023	03/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in CA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	57WECPT5597	01/25/2023	01/25/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers/Emp. Practices Li		PHSD1742888	11/04/2022	11/04/2023	Limit 1,000,000 Retention 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are included as Additional Insured with respects to General Liability coverage, as required by written contract per attached form. Primary/Non-contributory applies with respects to General Liability coverage, as required by written contract per attached form. Waiver of Subrogation applies with respects to General Liability coverage, as required by written contract per attached form.

CERTIFICATE HOLDER Alameda County Health Care Services Agency 1000 San Leandro Blvd Ste. 300 San Leandro, CA 94577	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

POLICY NUMBER: 57 SBA BZ2719



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY
1000 SAN LEANDRO BLVD., SUITE 300
SAN LEANDRO, CA 94577
LOC:001 BLDG:001

LOC 001 BLDG 001
FREMONT UNIFIED SCHOOL DISTRICT
4210 TECHNOLOGY DR,
FREMONT, CA 94538

Form IH 12 00 11 85 T SEQ. NO. 006 Printed in U.S.A. Page 001

Process Date: 01/05/23

Expiration Date: 03/23/24

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Math/Science Nucleus

PRINCIPAL: Joyce Blueford TITLE: Board President

SIGNATURE:  DATE: 5/8/2023

FINANCIAL RESOLUTION R-2023-265

PAGE: 1 OF 2
FILE NUMBER: 31036
MEETING DATE: 6/6/2023
ITEM NUMBER: 31
FUND: 10000

BY: 2023

The increase (decrease) in anticipated revenue, as follows:

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
350100	660011	00000		\$75,000
ORG TOTAL				\$75,000

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$75,000

The increase (decrease) in appropriations, as follows:

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
350100	610000	00000		\$75,000
ORG TOTAL				\$75,000

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL APPROPRIATION \$75,000

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **6th** day of **June 2023**, to wit:

AYES: Supervisors Carson, Haubert, Márquez, Tam & President Miley – 5

NOES: None

EXCUSED: None



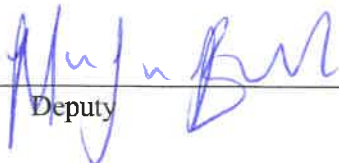
PRESIDENT, BOARD OF SUPERVISORS

File No: 31036
Agenda No: 31
Document No: R-2023-265F



I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Supervisors, Alameda County, State of California

ATTEST:
Clerk, Board of Supervisors

By: 

Deputy