

**AGREEMENT FOR FISCAL AGENT SERVICES
BETWEEN THE SAN MATEO COUNTY EXPOSITION & FAIR ASSOCIATION AND
DOMINI HOSKINS BLACK HISTORY MUSEUM AND LEARNING CENTER**

This agreement by and between the San Mateo County Exposition and Fair Association, a 501(c)(3) non-profit corporation (“Association”), and the Domini Hoskins Black Museum and Learning Center, a California charitable trust (“Hoskins”) (together, the “Parties”) is entered into effective January ____, 2024 (“Agreement”).

Whereas, pursuant to Senate Bill 104 (2023-2024) (“SB 104”), the State Department of Education allocates \$2,000,000 to the Association “for the Domini Hoskins Black History Museum’s operational costs” (“Grant”); and

Whereas, the Association has agreed to act as fiscal agent for the Grant.

Now, therefore, it is agreed by the Parties to this Agreement as follows:

1. Fiscal Agent Services

In consideration of the payment set forth below in Section 2 (Fiscal Agent Fee) of this Agreement, the Association agrees to act as fiscal agent for the Grant. As fiscal agent, the Association shall serve as Hoskins’ authorized representative to receive, administer, and distribute on a reimbursement basis the Grant, which, as required by SB 104, shall be limited to Hoskins’ operational costs.

For the purposes of this Agreement, “operational costs” shall mean and be reimbursed as follows:

- a. **2.5% (\$50,000)** of the Grant shall be paid to the Association for providing fiscal agent services, as set forth below in Section 2 (Fiscal Agent Fee);
- b. **85% (\$1,700,000)** of the Grant is allocated for real property related operational costs, which include payments, expenses, fees, or commissions related to the rental, lease, acquisition, improvement, development, and maintenance of real property occupied by Hoskins;
- c. **12.5% (\$250,000)** of the Grant is allocated for Hoskins’ non-real-property-related operational costs consisting of the following: (i) staff payroll expenses (excluding expenses for manufacturing-related labor); (ii) insurance; (iii) license fees; (iv) research and marketing costs; (v) accounting fees; (vi) office supplies and administrative expenses associated with day-to-day operations, such as printing/paper, computers, internet/wifi, telephone lines, and office furniture; (vii) utilities; (viii) attorneys’ fees or costs; (viii) vehicle-related expenses; and (ix) travel-related expenses. All payroll expenses shall comply with the Association’s Human Resources (HR) Manual [SMCEC Policies](#) and travel-related expenses shall comply with the Association’s Travel Reimbursement Policy [SMCEC Policies](#).

All reimbursement requests for qualifying operational costs shall be subject to approval by the Association. For avoidance of doubt, no advance payments are allowed under this Agreement. To receive reimbursement for qualifying operational costs, Hoskins shall (i) submit all reimbursement requests to the Association in writing to the attention of the person identified in Section 11 (Notices) of this Agreement, or

their designee(s), and (ii) include the date of the request, requested reimbursement amount, and documentation supporting the requested reimbursement amount, including without limitation, invoices, receipts, payroll, and activity logs sufficient to substantiate the operational costs. Invoice documentation must be accompanied by a line-item accounting for monthly expenses and evidence of work performed, or costs incurred, including, but not limited to, timesheets, copies of bills, and/or packing slips. Hoskins shall include a written certification that the costs were actually incurred for the Grant and that the supporting documentation is true, correct and complete.

2. Fiscal Agent Fee

In consideration of the services provided by the Association in accordance with all terms, conditions, and specifications set forth in this Agreement, the Association shall receive a fiscal agent fee of Fifty Thousand Dollars and Zero Cents (\$50,000.00) which fee shall be paid from the Grant.

3. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January __, 2024 through December 31, 2028. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of the Association acting as fiscal agent for any future grants.

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

4. Relationship of Parties

Hoskins agrees and understands that neither Hoskins nor its employees acquire any of the rights, privileges, powers, or advantages of Association employees. Grantee shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage, as well as professional and commercial general liability insurance. The Parties further agree that, during the term of this Agreement, the Association's Chief Executive Officer shall not be eligible to serve on Hoskins' advisory board.

5. Grantee's Representations and Warranties

Hoskins represents and warrants to the Association that:

- a. Hoskins is and will remain during the term of this Agreement a charitable trust in good standing with the California Attorney General, and will file all required forms and pay all required fees to maintain such standing;
- b. Hoskins will submit an IRS W-9 Form and any other required financial or tax forms to the Association.
- c. Hoskins is and will remain during the term of this Agreement in compliance with any and all applicable licensing, health and safety, and background check laws, regulations, rules and requirements, and will provide documentation of same upon request by the Association.

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

6. Record Retention Requirements; Reporting; Right to Monitor and Audit

Hoskins agrees to maintain records and financial documents for five years after termination of the Agreement and agrees to cooperate with the Association to provide or make available such records upon request to the State of California and/or to any authorized Federal, State, and/or local oversight body. Hoskins further agrees to comply with all fiscal reporting requirements set forth by Federal, State, and local agencies, and as required by the Association, and to cooperate with the Association in the Association's compliance with any fiscal reporting requirements. Hoskins further agrees upon reasonable notice to provide to the Association or to any Federal, State, and/or local agency having monitoring or review authority, to the Association's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with any/all relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement.

7. Duty to Defend, Indemnify, and Hold Harmless

To the maximum extent allowed by law, Hoskins shall indemnify, defend and hold harmless the Association and its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by the Association.

8. Assignability and Subcontracting

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

9. Compliance With Laws

Hoskins agrees to comply with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including, without limitation: the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable); the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance; laws prohibiting discrimination on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information; and laws ensuring equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement. Hoskins will timely and accurately complete, sign, and submit all necessary documentation of compliance.

10. Prevailing Wages

When applicable, Hoskins hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7,

Division 2, Section 1770 *et seq.* A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

11. Notices

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

In the case of the Association, to:	In the case of Hoskins, to:
[ADD CONTACT NAME, TITLE, MAILING ADDRESS, PHONE NUMBER, EMAIL]	[ADD CONTACT NAME, TITLE, MAILING ADDRESS, PHONE NUMBER, EMAIL]

12. Merger Clause and Amendment

The Agreement, including any documents incorporated by reference, constitutes the sole Agreement of the Parties and correctly states the rights, duties, and obligations of each party as of the Agreement’s date. In the event that any term, condition, provision, requirement, or specification set forth in the body of the Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any attachment or other referenced document, the provisions of the body of the Agreement shall prevail. All subsequent modifications or amendments shall be in writing and signed by the Parties.

13. Controlling Law and Venue

The validity of this Agreement and of its terms, the rights and duties of the Parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California. In the event of breach or other dispute arising out of this Agreement, the Association reserves the right to pursue all remedies, legal, contractual, administrative or otherwise against Hoskins, including the recovery of any sanctions and penalties authorized by law.

14. Electronic Signature

Both the Association and Hoskins wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

* * *

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

For Hoskins:

(signature)
Authorized Representative
Domini Hoskins Black Museum and
Learning Center

Date

For Association:

(Signature)
Authorized Representative
San Mateo County Exposition and Fair
Association

Date