



**SAN RAFAEL**  
THE CITY WITH A MISSION

Agenda Item: 5.b

Meeting Date: July 6, 2021

## **SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department:** Library and Recreation

**Prepared by:** Kelly Albrecht,  
Senior Recreation Supervisor

**City Manager Approval:** \_\_\_\_\_

**TOPIC: CALIFORNIA STATE PRESCHOOL CONTRACT**

**SUBJECT: RESOLUTION APPROVING A CONTRACT (CALIFORNIA STATE PRESCHOOL PROGRAM-1283) WITH THE CALIFORNIA DEPARTMENT OF EDUCATION TO PROVIDE FUNDING IN THE AMOUNT OF \$238,821 FOR FISCAL YEAR 2021-2022 FOR CHILD DEVELOPMENT SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT DOCUMENTS**

### **RECOMMENDATION:**

Adopt a resolution approving a contract (California State Preschool Program-1283) with the California Department of Education to provide funding in the amount of \$238,821 for Fiscal Year 2021-2022 for child development services and authorizing the City Manager to execute the contract documents.

### **BACKGROUND:**

The California State Department of Education, State Preschool Program supports part-day education for children four to five years of age. Funded programs are required to provide developmentally appropriate educational, health, social, and nutritional services to eligible low-income families. Parent education and participation along with strategies to transition the children of disadvantaged families into the public school kindergarten program are required of the State funded programs.

Since 1998, Pickleweed Children's Center, in the Canal neighborhood of San Rafael, has been the recipient of California State Preschool Program funding. The funding substantially covers the cost of 48 students' preschool education during the academic school year.

In addition to the California State Preschool Program, the Pickleweed Children's Center also provides an additional preschool classroom funded by First Five Marin, serving 20 students.

### **ANALYSIS:**

This contract provides no-cost preschool services for income eligible families. The children served by this contract live in East San Rafael, where there is the greatest need for preschool services in San Rafael.

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

Students are accepted into the Preschool Program at the Pickleweed Children's Center utilizing the services of the Marin Child Care Council. The Council maintains an eligibility list for qualified low-income families seeking preschool and child care placement. City staff reviews the eligibility list for current families in San Rafael with age-appropriate students. Through personal contact, staff assists families in the registration process.

Through the California State Preschool Program and First Five Marin funding, the City is able to provide free preschool programs to 68 children from low-income families annually.

**FISCAL IMPACT:**

The City is seeking grant funding from the California Department of Education in the amount of \$238,821 for the Preschool Program at the Pickleweed Children's Center. The preschool program's estimated budget for Fiscal Year 2021-2022 is as follows:

<b>Program Budgeted Expenditures FY 2021-22:</b>	<b>\$434,398</b>
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<b>Program Budgeted Revenues FY 2021-22:</b>	
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California State Department of Education State Preschool Program	\$238,821
First 5 Marin	\$104,017
Community Development Block Grant (Federal)	\$21,500
Safety Net (Marin Child Care Council)	\$20,000
Available Fund Balance	<u>\$50,060</u>
	<b>\$434,398</b>

**OPTIONS:**

The City Council has the following options to consider on this matter:

1. Adopt the resolution as proposed, approving the contract with the California State Department of Education.
2. Do not adopt the resolution, resulting in the City declining the opportunity to receive grant funding from to the California State Department of Education.

**RECOMMENDED ACTION:**

Adopt a resolution approving a contract (California State Preschool Program-0287) with the California Department of Education to provide funding in the amount of \$238,821 for Fiscal Year 2021-2022 for child development services and authorizing the City Manager to execute the contract documents.

**ATTACHMENTS:**

1. Resolution
2. California State Preschool Program-1283 Grant Application and Contract

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING A CONTRACT (CALIFORNIA STATE PRESCHOOL PROGRAM-1283) WITH THE CALIFORNIA DEPARTMENT OF EDUCATION TO PROVIDE FUNDING IN THE AMOUNT OF \$238,821 FOR FISCAL YEAR 2021-2022 FOR CHILD DEVELOPMENT SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT DOCUMENTS**

**WHEREAS** the City operates the Pickleweed Preschool at the Pickleweed Children's Center; and

**WHEREAS** the City desires to provide no-cost preschool programming to low-income families from East San Rafael through programming at the Pickleweed Children's Center; and

**WHEREAS**, the State of California has awarded the City of San Rafael funds for subsidy of the Pickleweed Preschool Program since 1998; and

**WHEREAS**, the City of San Rafael has been awarded a contract with the California Department of Education for State Preschool Services in the amount of \$238,821 for Fiscal Year 2021-2022.

**NOW THEREFORE BE IT RESOLVED**, the City Council of the City of San Rafael does hereby approve a Contract (California State Preschool Program-1283) with the California Department of Education to provide funding in the amount of \$238,821 for Fiscal Year 2021-2022 for child development services and authorizes the City Manager to execute the Contract documents in a form approved by the City Attorney.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael held on Tuesday, the 6<sup>th</sup> day of July 2021 by the following vote, to wit:

AYES: COUNCILMEMBERS:  
NOES: COUNCILMEMBERS:  
ABSENT: COUNCILMEMBERS:

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Lindsay Lara, City Clerk

**DIRECTIONS AND FORMS FOR  
CHILD CARE AND DEVELOPMENT CONTRACTS  
(CSPP, CPKS)**

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## DIRECTIONS FOR CONTRACT EXECUTION

1. **Please read the entire document carefully.**
2. Review the Funding Terms and Conditions (FT&C), applicable Program Requirements, and the General Terms and Conditions (GTC 04/2017). If you are a State Agency or University, review the General Interagency Agreement (GIA 610).

All of the above can be found on the CDE Web site at the following link:

<http://www.cde.ca.gov/fg/aa/cd/ftc2021.asp>

3. The Child Development contract and all completed documents may be signed via Adobe Acrobat digital signature and submitted electronically, or via wet ink and mailed to the department. See below for details.

### A. For E-Mail Submission of Digitally Signed Contracts

- If you wish to use Adobe Acrobat digital signature, please have the authorized signatory use Adobe Acrobat to digitally sign the Child Development Contract. NOTE: must use password protected Adobe Acrobat digital signature.

When submitting the Adobe digitally signed forms, the authorized signatory must reply to the CDE's email and must include the following certifying statement:

*"I am authorized to, and have approved, the attached documents for [CONTRACT ANALYST MUST insert contract number and include any amendments as "-01"], and have not altered the forms attached."*

- Please be sure to have the contract and all required documents filled out completely and signed by the authorized official.
  - Print name, title, and address where requested.
  - Fill in place of performance on the Federal Certifications.
  - Do not alter the documents in any way.
  - **Public agencies only** - Attach a copy of a resolution by the local governing body authorizing the execution of each contract. Contracts will not be executed prior to board approval.
- E-mail signed contracts and all completed documents *as soon as possible* to: [CHILDDVELOPMENTCONTRACTS@cde.ca.gov](mailto:CHILDDVELOPMENTCONTRACTS@cde.ca.gov)

### B. For Mail Submission of Hard Copy with Original Signature Contracts

Print two (2) copies of this document beginning with the Contract Checklist through the Contract and encumbrance (pages 9 through the end), *single-sided only*.

- Confirm that the printed pages are legible. If the contract language is cut off at the margin, follow the link below to correct the problem:  
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
- Have both copies of the contract and all required documents filled out

completely and signed by the authorized official.

- Sign documents in *blue ink* only;
  - Contracts signed in black ink, stamped signatures, or copies will NOT be accepted.
  - Print name, title, and address where requested.
  - Fill in place of performance on the Federal Certifications.
  - Do not sign the encumbrance page—it's for CDE use only.
  - Do not alter documents in any way.
  - **Public agencies only** - Attach a copy of a resolution by the local governing body authorizing the execution of each contract. Contracts will not be executed prior to board approval.
- Mail signed contracts and all completed documents *as soon as possible* to:  
Contracts, Purchasing, and Conference Services  
California Department of Education  
1430 N Street, Suite 2213  
Sacramento, CA 95814-5901
4. Upon contract execution, CDE will return a copy to you. If submitted electronically, the executed contract will be returned electronically. If submitted in hard copy, the executed contract will be returned in hard copy. For questions please email [CHILDDVELOPMENTCONTRACTS@cde.ca.gov](mailto:CHILDDVELOPMENTCONTRACTS@cde.ca.gov).

## **ISSUES THAT DELAY CONTRACT EXECUTION**

The following issues will delay contract execution and payment:

- Documents are unsigned, incomplete, or not returned.
- The individual signing the contracts does not have signature authority to enter into contractual agreements.

### **For Digitally Signed Contracts:**

- Contract is not signed with Adobe Acrobat digital signature.
- Contract is emailed without certifying statement form authorized signatory.

### **For Wet Ink Signed Contracts:**

- Contract is mailed to the incorrect address.
- Contract is not signed with original signatures in *blue ink*.
- Contract was printed illegibly, double-sided or formatting has been changed.

## RESOLUTION/SIGNATURE AUTHORITY

### 1. PUBLIC AGENCIES

According to the *State Contracting Manual, Volume 1*, when one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by one of the following documents from the local governing body authorizing execution of the agreement:

- Board resolution; or
- Board minutes; or
- Board policy

Please submit one resolution per contract.

#### County Offices of Education

A resolution is not required ***IF*** the County Superintendent signs the contract. If anyone else signs, board resolution or minutes, authorizing delegation of authority (signature authority) is required.

### 2. PRIVATE AGENCIES

Generally, the Executive Director, Owner, President, etc. are the authorized signers. *If an individual with a different title than above signs the contract*, provide one of the following indicating the signee has the authority to enter into and sign contractual agreements:

- Letter on company letterhead;
- Board Resolution; or
- Board Minutes



## SAMPLE RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2021-22.

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### RESOLUTION

BE IT RESOLVED that the Governing Board of \_\_\_\_\_

\_\_\_\_\_

authorizes entering into local agreement number \_\_\_\_\_ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME

TITLE

SIGNATURE

_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20XX, by the

Governing Board of \_\_\_\_\_

of \_\_\_\_\_ County, in the State of California.

I, \_\_\_\_\_, Clerk of the Governing Board of

\_\_\_\_\_, of \_\_\_\_\_, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a \_\_\_\_\_ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's signature)

\_\_\_\_\_  
(Date)

## **FREQUENTLY ASKED QUESTIONS**

### **1. BOARD RESOLUTIONS/SIGNATURE AUTHORITY**

#### **Do I need to provide a resolution and signature authority for an original contract?**

##### **Public Agency**

Yes, you need a resolution authorizing the contract. You also need to provide signature authority for the person signing the contract, if someone other than the Superintendent signs. See the sample provided on the previous page.

##### **Private Agency**

A resolution from a private agency is not required. However, if an employee who is not the Executive Director, Owner, or President, etc. has signed the contract, signature authority is required. This can be provided by a resolution or letter on letterhead from the Executive Officer.

#### **Do I need a resolution for an amendment?**

If the resolution for the original contract specified the contract amount, a resolution containing the amended contract amount is required.

In addition, signature authority will be required if the person signing the amendment was not included as an authorized signer on the original resolution.

#### **I work for a County Superintendent of Schools. Does my contract need a resolution?**

A resolution is not required *IF* the County Superintendent signs the contract.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

### **2. FEDERAL ID NUMBER**

#### **What is my Federal ID number?**

An Employer Identification Number (EIN) is also known as a Federal Tax Identification Number, and is used to identify a business entity. Use this number to fill in the CCC-04/2017 form.

### **3. PRINTING ERRORS**

#### **What is a misprint?**

A misprint occurs when the contract is printed illegibly, double-sided, or a change has been made to the formatting. Common examples are:

- The text on the left margin of the contract has been cut off. Fix problem here: <http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
- Toner issues cause the print to be illegible.
- The contract has been printed double-sided.

- Space has been added or deleted.

If this occurs, you will receive an e-mail asking you to re-print, re-sign and return a correctly printed contract. Contracts that have been altered in any way will not be accepted.

#### **4. CONTACT INFORMATION**

##### **When should I contact the Contracts Office?**

If you have a question regarding the status of the contract or questions about any of the attached documents, please email [CHILDDEVELOPMENTCONTRACTS@cde.ca.gov](mailto:CHILDDEVELOPMENTCONTRACTS@cde.ca.gov)

For questions regarding contract terms such as MDO, MRA, etc., contact the assigned Fiscal Analyst or Program Consultant.

Direct all contract correspondence to:

Contracts, Purchasing, and Conference Services  
California Department of Education  
1430 N Street, Suite 2213  
Sacramento, CA 95814-5901  
[CHILDDEVELOPMENTCONTRACTS@cde.ca.gov](mailto:CHILDDEVELOPMENTCONTRACTS@cde.ca.gov)

## CONTRACT CHECKLIST

**Contractor Name:**

**Contract #:**

Place a check mark next to each item being returned. Please note that every form in your package is required.

- ☐ Checklist
- ☐ Signed California Civil Rights Laws Certification (CO-005)
- ☐ Signed Contractor Certification Clause (CCC-4/2017)
  - **Must complete ALL spaces, including Federal ID Number**
- ☒ ~~Signed Federal Certification (CO-8)~~
  - ~~**Must complete the place of performance**~~
- ☐ Signed (in **blue ink**) contract with original signatures
  - **Must complete printed name, title, and address of authorized signatory**
  - **Must ensure all of the contract language visible**

**OR**

Signed contract with a password-protected Adobe digital signature

  - **Must complete printed name, title, and address of authorized signatory**
  - **Must ensure all of the contract language visible**
- ☐ Encumbrance Page
  - **Informational only; do not sign.**
- ☐ For Public Agencies, must include board resolution or minutes authorizing execution of contract (if applicable)
- ☐ For Public Agencies, must include board resolution or minutes, authorizing delegation of authority (if applicable)

In accordance with *Directions for Contract Execution* section of this document, mail or e-mail all signed contracts and completed documents *as soon as possible* to:

Contracts, Purchasing, and Conference Services  
California Department of Education  
1430 N Street, Suite 2213  
Sacramento, CA 95814-5901  
[CHILDDEVELOPMENTCONTRACTS@cde.ca.gov](mailto:CHILDDEVELOPMENTCONTRACTS@cde.ca.gov)

## CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (CO-005)

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

### CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

## CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

### CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

### CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award

of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis



of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

## FEDERAL CERTIFICATIONS (CO.8)

**CO.8 (REV. 5/07)**

### **FEDERAL CERTIFICATIONS**

#### **CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

##### **1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

##### **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

##### **3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

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Check ☐ if there are workplaces on file that are not identified here.

#### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

#### ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
<hr/>	
SIGNATURE	DATE

**CALIFORNIA DEPARTMENT OF EDUCATION****F.Y. 21 - 22****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****DATE:** July 01, 2021**CONTRACT NUMBER:** CSPP-1283**PROGRAM TYPE:** CALIFORNIA STATE  
PRESCHOOL PROGRAM**PROJECT NUMBER:** 21-2193-00-1**STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION****CONTRACTOR'S NAME:** CITY OF SAN RAFAEL

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)\*; the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS\*; the FUNDING TERMS AND CONDITIONS (FT&C)\* and any subsequent changes to the FT&C\*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.85 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$238,821.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Minimum Days of 4,791.0  
Operation (MDO) Requirement 175

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (\*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2021.asp>.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contract Manager		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 238,821	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 25451-2193				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 238,821	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.		B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER		DATE			

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
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By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
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## CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,



2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



## **CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

## **CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
2. Federal ID Number:
3. By (Authorized Signature):
4. Printed Name and Title of Person Signing:
5. Date Executed:
6. Executed in the County and State of:

## RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2021-2022.

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### RESOLUTION

BE IT RESOLVED that the Governing Board of \_\_\_\_\_

\_\_\_\_\_  
authorizes entering into local agreement number \_\_\_\_\_ and  
that the person/s who is/are listed below, is/are authorized to sign the transaction for the  
Governing Board.

NAME

TITLE

SIGNATURE

_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2020, by the

Governing Board of \_\_\_\_\_

of \_\_\_\_\_ County, in the State of California.

I, \_\_\_\_\_, Clerk of the Governing Board of

\_\_\_\_\_, of \_\_\_\_\_, County, in the  
State of California, certify that the foregoing is a full, true and correct copy of a resolution  
adopted by the said Board at a \_\_\_\_\_ meeting thereof held at a  
regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's signature)

\_\_\_\_\_  
(Date)