

Agreement No. \_\_\_\_\_

**Grant Funding Agreement Between the County of Yolo  
and Yolo County Office of Education**

This Grant Funding Agreement (“Agreement”) is made this 10th day of May, 2022, between the County of Yolo, hereinafter referred to as “COUNTY,” and the Yolo County Office of Education, hereinafter referred to as “GRANTEE”.

**RECITALS**

- A. COUNTY desires to establish a Youth Commission for a two-year period as a pilot program, which is further described in Attachment A (attached hereto and incorporated herein by reference).
- B. GRANTEE is a Local Education Agency (LEA) and has proposed supporting the COUNTY’s Youth Commission by providing two staff members as outlined in Attachment A hereto who will administer the Youth Commission as outlined in Attachment A.

**TERMS AND CONDITIONS**

- 1. Grant Award.
  - a. COUNTY hereby agrees to provide financial assistance to GRANTEE in an amount not to exceed \$200,000 per year, for a total of \$400,000 during the Term of this Agreement, solely for the purposes of administering the Yolo County Youth Commission as described in Attachment A, “Project Description and Scope of Work” (“Project”).
  - b. COUNTY shall reimburse GRANTEE for expenses incurred between May 10, 2022 and June 30, 2024, for the Project consistent with Attachment B, “Budget.” COUNTY shall provide payment to GRANTEE no more frequently than once per month. Any portion or the full amount of the authorized financial assistance may be disbursed.
- 2. GRANTEE Obligations. GRANTEE agrees that all funds provided by the COUNTY under this Agreement will be held by the GRANTEE and applied solely toward costs incurred for the Project as outlined in Attachment B. To that end, the funds will be specifically earmarked and reserved for Project and will not be made available or used for other GRANTEE functions or general agency purposes. COUNTY has determined that the funding provided by this Agreement will provide a public benefit through completion of the Project, and any other use of said funding is prohibited.
- 3. Term. The term of this Agreement shall be from May 10, 2022 through June 30, 2024.

4. Status of GRANTEE. It is understood and agreed by all the parties hereto that GRANTEE is an independent entity and that no relationship of employer-employee exists between the COUNTY and GRANTEE. Neither GRANTEE nor GRANTEE's assigned personnel, contractors, subcontractors, or other vendors shall be entitled to any benefits payable to employees of the COUNTY. GRANTEE shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services pursuant to this Agreement. GRANTEE shall have no claim under this Agreement or otherwise against the COUNTY for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind.
  - a. GRANTEE hereby indemnifies and holds the COUNTY harmless from any and all claims that may be made against the COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any activities performed pursuant to this Agreement.
  - b. It is further understood and agreed by all the parties hereto that neither GRANTEE nor GRANTEE's assigned personnel, contractors, subcontractors, or other vendors shall have any right to act on behalf of the COUNTY in any capacity whatsoever as an agent or to bind the COUNTY to any obligation whatsoever.
  - c. It is further understood and agreed by all the parties hereto that GRANTEE must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of GRANTEE's assigned personnel.
  
5. Records. GRANTEE shall keep, and provide to COUNTY or its agents, upon request, accurate financial records necessary to enable COUNTY to review GRANTEE's performance of this Agreement. These records shall demonstrate the grant funding has been used for the purposes described in Section 1, above. GRANTEE shall maintain all such records for at least five years after the full completion of the work performed with funding provided pursuant to this Agreement.
  
6. General Terms and Conditions.
  - a. COUNTY's obligations under this Agreement are set forth in Attachment A, including appointment of the Commissioners by the Board of Supervisors and providing funding to GRANTEE in the amount, time, and manner specified in Attachment B.
  - b. As between COUNTY and GRANTEE, GRANTEE is solely responsible for full and timely compliance with all local, state, and federal laws and regulations pertaining to providing the services described in Attachment A.
  - c. Either party may terminate this Agreement upon providing at least 30 days' written notice to the designated representative. If the Agreement is terminated, GRANTEE shall only be entitled to reimbursement for approved expenses incurred prior to the

effective date of termination so long as such approved expenses comply with this Agreement and applicable laws and regulations.

d. Indemnity.

- a. GRANTEE agrees to indemnify, defend, protect, hold harmless, and release COUNTY, its governing body, agents, officers and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expenses (including attorney's fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of GRANTEE in the performance of the work described in Attachment A.
- b. COUNTY agrees to indemnify, defend, protect, hold harmless, and release GRANTEE, its governing body, agents, officers and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expenses (including attorney's fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of COUNTY in the performance of the work described in Attachment A.
- c. COUNTY and GRANTEE further agree, pursuant to Government Code section 895.4, that each party shall fully defend, indemnify, and hold harmless the other Party and its agents, officers, employees and contractors from and against all claims, damages losses, judgments, liabilities, expenses and other cost (including litigation cost and attorney fees), arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by the indemnifying Party under this Agreement.
- d. This indemnity provision shall survive the termination or expiration of this Agreement and is an addition to any other rights or remedies that the parties may have under this Agreement or the law.
- e. No party to this Agreement shall assign or transfer any interest nor perform any duties or obligations, without the prior written consent of the other party, and any attempt by a party to so assign or transfer this Agreement or any rights, duties or obligations arising shall be void and of no effect.
- f. The waiver by either party or any of its officers, agents or employees, or the failure of either party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, will not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

- g. The persons executing this Agreement on behalf of the parties affirmatively represent that each has the requisite legal authority to enter this Agreement on behalf of their respective party, and to bind their respective party to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective party understand that both parties are relying on these representations in entering into this Agreement.
- h. This Agreement is not intended to, and will not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms.
- i. This Agreement may only be amended in writing executed by COUNTY and GRANTEE.
- j. This Agreement shall be construed under and in accordance with the laws of the State of California. The construction and interpretation of this Agreement shall be governed by the laws of California with venue residing in Yolo County, except to the extent an issue may be governed by federal law.
- k. This Agreement constitutes the entire agreement between the parties with respect to funding contributions and supersedes all prior negotiations, representations, or other agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

This Grant Agreement is hereby executed on the day and year first above written.


YOLO COUNTY OFFICE OF EDUCATION

COUNTY OF YOLO

\_\_\_\_\_  
Garth Lewis, Superintendent of Schools

\_\_\_\_\_  
Chad Rinde, Interim County Administrator

Approved as to Form:  
Philip J. Pogledich, County Counsel

  
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Kimberly E. Hood, Asst. County Counsel

## Attachment A – Project Description and Scope of Work

### A. Purpose and Objectives:

Yolo County has made great strides in bringing forth the youth voice. The Youth Empowerment Summit (YES) that is hosted by Jesse Salinas, Yolo County Assessor, Clerk-Recorder and Registrar of Voters, has been awarded national recognition. This annual event brings together elected officials and students as they discuss important issues and propose solutions. While YES provides a forum for participation and connection, there is still a need for youth participation beyond this annual event. Many school boards have student members and some municipalities and county governments have created plans to engage and empower youth. For example, the City of Woodland is creating its own Youth Master Plan. Also noteworthy is the San Francisco Youth Commission that has 17 members and provides youth voice related to issues important to the community.

Given the recognized importance of youth engagement and participation, Yolo County would benefit from having its own Youth Commission that would build upon current efforts while creating a permanent pathway for young people to shape their future and build community in Yolo County. The purpose of this agreement is to create the Yolo County Youth Commission (Commission) of 15 members to facilitate youth civic engagement and leadership development, and to administer grants to youth-led efforts and organizations. It is proposed that this program start as a 2-year pilot project with a combined budget of \$307,024 per year from all funding sources (see Attachment B – Budget).

### B. Authorizing Language

The Yolo County Board of Supervisors (BOS) approved \$400,000 to be allocated from County generated cannabis tax revenue to form the Yolo County Youth Commission with support from the Yolo County Office of Education (YCOE) as part of the Fiscal Year 2021-22 Adopted Budget approved on September 28, 2021. As further set forth herein and in the Grant Funding Agreement, the County anticipates establishing a Youth Commission with commissioners appointed by the BOS and supported/administered by the YCOE with two YCOE staff members.

### C. Youth Commission Composition and Membership:

This Commission will be composed of 15 members who will reflect the diversity of Yolo County. Commissioners will apply using a common application that will be distributed to schools, youth organizations, and other entities.

YCOE will develop and administer the Commission application process and propose qualified candidates for BOS consideration and approval. Each member of the BOS shall appoint three commissioners from their District. At the time of appointment, commissioners shall be a Yolo County resident and shall be no younger than 13 and no older than 18 years of age. Commissioners will be appointed for a one-year term and may be reappointed for one additional one-year term. Commissioners will serve without compensation.

## Attachment A – Project Description and Scope of Work

### **D. Meetings and Organization:**

The full Commission shall meet at least 5 times a year and may meet as often as two times per month for training, capacity building, and to consider grant proposals. Meetings may be in person, virtual, or a hybrid depending on the direction of the Commissioners and applicable State law requirements. At its first meeting of the term, the Commissioners shall select a Chair and Vice-Chair and any other officers and committees it decides are necessary to carry out the functions of the Commission. The Commission's bylaws shall be subject to BOS approval.

### **E. Grant Program:**

Relying on funds deemed appropriate by the BOS, the Commission shall issue annually a request for proposals from youth-centered efforts or youth organizations. The nature and scope of proposals will be focused on creating greater connections to the communities of Yolo County and fostering broad-based youth efforts. While proposals will be funded in several communities, those proposals that include youth groups from multiple towns and areas of Yolo County will be given preference.

The Commission shall be responsible for evaluating grant proposals for youth-led efforts and organizations in Yolo County and developing a grant funding plan for presentation to the BOS for acceptance. The plan shall be deemed accepted by the BOS unless the BOS rejects the plan by a four-fifths vote, in which case the plan would return to the Commission for further consideration prior to re-presentation to the BOS.

### **F. Staff to the Commission:**

The Commission shall be supported by two staff hired by YCOE. One YCOE staff person will be the Commission Project Leader who will have experience working with young people and shall be funded as a 1.0 FTE. The Commission Project Leader will provide support to the Commission and its Commissioners, facilitate communications between the Youth Commissioners and County and YCOE officials, will oversee fiscal matters, assist the Commissioners in making periodic reports the BOS, and report to the Yolo County Superintendent of Schools. The second YCOE staff member will provide administrative support to the Commission and will be at 0.35 FTE. Funding for these two YCOE staff positions is anticipated to be primarily provided by the Martin Luther King Jr. Freedom Center in addition to the grant funding provided by the County pursuant to this Agreement (see Attachment B – Budget).

As between the County and YCOE, YCOE shall be solely responsible for compensating these staff members, including payment of wages and other benefits as may be required by law. YCOE shall further ensure background checks as required by law are completed for staff working with the Youth Commission.

### **G. Study and Reporting Duties:**

The BOS may request that the Commission study and advise proposals and programs throughout the year. At the same time, the Commission shall propose its own areas of study and inform the BOS of its anticipated activities.

## Attachment A – Project Description and Scope of Work

### H. Evaluation:

To ensure continuous improvement, the Commission shall evaluate its efforts and the effectiveness of grant awards, which shall be reported to the BOS and the Yolo County Superintendent of Schools at the end of each Commission term year.

### I. Responsibilities of Each Party:

YCOE will:

- Develop and administer an application and recruitment process for the Youth Commission, including outreach and applicant screening.
- Provide proposed Commission appointees to members of the BOS to promote diversity, equity, and inclusion in Commission membership.
- Develop and administer a curriculum for the Commission to promote building youth leadership skills and civic engagement.
- Coordinate, schedule, and facilitate meetings of the Commission to carry out the Commission's work.
- Develop and execute a grant administration program to distribute funds and ensure performance-based accountability for grants issued pursuant to the approved Commission grant funding plan.
- Perform an evaluation consistent with Paragraph H and deliver an annual report of the Commission's activities, experiences, and goals to the BOS and the Yolo County Superintendent of Schools (including the Performance Measures listed in Paragraph K).

Yolo County will:

- Fund the components of the Scope of Work up to \$400,000 consistent with Attachment B of this Agreement.
- Via members of the BOS, confirm appointees to the Commission.
- Via members of the BOS, receive the Commission's proposed grant funding plan for approval.

### J. Milestones – 2022-2023 Term:

1. Commission applications completed and distributed prior to May 31, 2022.
2. Commissioners appointed on or before July 31, 2022.
3. Commissioners will be seated and establish a calendar for meetings on or before August 31, 2022.
4. Commission will host its first meeting on or before September 15, 2022, including duly appointing officers and establishing committees to prepare and oversee the work of the Commission.
5. Commission will submit call for grant proposals on or before October 1, 2022.
6. Commissioners will receive training on the following on the following prior to October 31, 2022:
  - a. Brown Act

## Attachment A – Project Description and Scope of Work

b. Civic Engagement

7. Youth Commission will allocate 50% of available annual grant funding for approved projects on or before December 31, 2022.
8. Youth Commission and program staff will prepare and submit an annual report to the Yolo County Board of Supervisors on or before March 31, 2023.

**K. Performance Measures:**

PM1: HOW MUCH DID WE DO?	
1.1	<i>Reporting Frequency: Annually Reported</i> \$ and Percentage of grant funding allocated to approved projects.
1.2	<i>Reporting Frequency: Annually Reported</i> Commission report detailing activities and fiscal expenditures.
1.3	<i>Reporting Frequency: Annually Reported</i> Commission report on activities referred from the Board of Supervisors for input and recommendations.
1.4	<i>Reporting Frequency: Annually Reported</i> Number of training sessions provided to Commissioners
PM2: HOW WELL DID WE DO IT?	
2.1	<i>Reporting Frequency: Annually Reported</i> # and % of milestones met on time.
2.2	<i>Reporting Frequency: Annually Reported</i> Number of eligible Commissioner applications received.
2.3	<i>Reporting Frequency: Annually Reported</i> Commissioner attendance/participation (# and %)
2.4	<i>Reporting Frequency: Annually Reported</i> Number of eligible grant applications received.
PM3: IS ANYONE BETTER OFF?	
3.1	<i>Reporting Frequency: Annually Reported</i> Cumulative report of Commission-approved projects and their impact using results-based accountability performance measures.
3.2	<i>Reporting Frequency: Annually Reported</i> Pre- and post-surveys of Commissioners will reflect positive impact of participation.

**Attachment B – Budget**

<b>Category</b>	<b>Description</b>	<b>Funding Source</b>	<b>Amount (Year 1)</b>	<b>Amount (Year 2)</b>
Personnel	Commission Project Leader (1.0 FTE); Administrative Support for Commission (0.35 FTE)	YCOE (MLK Jr. Freedom Center Grant)	\$107,024	\$107,024
		Yolo County	\$15,000	15,000
Commission Travel and Operating Costs	Travel costs, meals, and other incidentals (\$500/Commissioner, plus \$1,000 for 1 FTE staff)	Yolo County	\$8,500	\$8,500
Grants	Annual awards that are given to youth-led efforts or youth organizations.	Yolo County	\$160,000	\$160,000
Evaluation	An outside evaluator will study the Commission and the effectiveness of its grant awards.	Yolo County	\$4,500	\$4,500
Indirect Costs	Indirect Costs	Yolo County	\$12,000	\$12,000
<b>Total</b>			<b>*\$307,024</b>	<b>*\$307,024</b>

\*Total Yolo County funding provided by this Agreement = \$200,000/year for 2-year pilot program (\$400,000 total)