



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager



DATE: March 9, 2012
BOARD MEETING DATE: March 27, 2012
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors
FROM: John L. Maltbie, County Manager
SUBJECT: 2012 Food and Shelter Grants with Silicon Valley Community Foundation and Request to Appropriate Funds

RECOMMENDATION:

A) Adopt a resolution authorizing the President of the Board to execute an agreement with the Silicon Valley Community Foundation (SVCF) for lead agency services related to the 2012 Food and Shelter Grants Program

B) Approve an Appropriation Transfer Request (ATR) transferring \$500,000 from Non-Departmental Reserves to Non-Departmental Grants and Contributions

BACKGROUND:

In 2009, the County and the Silicon Valley Community Foundation jointly awarded \$1 million in grants to address the urgent basic needs in the county triggered by the economic downturn. The need for food and shelter services continues. The Foundation approached the County late last year to see if there was interest in another joint funding opportunity. At the January 10 Board meeting, your Board directed the County Manager to develop a joint program with SVCF for food and shelter services. At the January 31 Board meeting, your Board directed the County Manager's Office to develop an agreement with the SVCF whereby that agency will act as the lead agency in providing services related to the 2012 Food and Shelter Grants Program.

DISCUSSION:

The 2012 Food and Shelter Grant Program will support access to food, shelter and homeless prevention services for families and individuals in areas of most need in the county. Grants will be made to organizations that have a proven track record, existing funding relationship, and collaborative history with the Foundation and the County's Health and Human Services agencies. A smaller number of grants will be awarded to organizations that target specific under-served populations, including re-entry clients.

A total of one million dollars has been designated for this year's grants to food and

shelter serving agencies, with \$500,000 coming from the SVCF, and a matching \$500,000 from the County. Overall, 8 to 10 grants are anticipated to be awarded, with the majority of grants ranging from \$50,000 to \$70,000, and a limited number ranging from \$10,000 to \$25,000. Joint collaborative proposals are highly encouraged for organizations that serve the same client populations and / or geographic regions.

Grant proposals will be evaluated against the following criteria:

- Demonstrated need for the services proposed and the likelihood that a significant number of people from the targeted community will benefit
- Clarity of project description and project activities regarding steps to be taken to achieve desired outcomes
- Achievable timeline that corresponds to the key activities
- Meaningful benchmarks and indicators of success
- Innovative and effective strategy with potential for systems change
- Organizational capacity to implement project, including staffing and leadership and operational and fiscal management
- Established track record in specific program content area or potential to achieve needed content expertise
- Ability to leverage financial, human, and technical resources, leading to greater impact
- Ability to contribute content area knowledge to the field

SVCF and County staff will review all proposals for food and shelter services and recommendations for grants will be sent for approval to the SVCF donor engagement and giving board committee. As part of the review process, applicants may receive a site visit, telephone call, and / or other type of communication. Notification of grant decisions is expected to occur July 2012.

County Counsel has reviewed the Agreement and Resolution as to form.

The agreement with SVCF and the 2012 Food and Shelter Grant Program contributes to the Shared Vision 2025 of a Collaborative Community by coordinating County and Foundation resources to help meet the food and shelter needs of the neediest County residents.

Performance Measure:

Measure	FY 2009-10 Actual	FY 2012-13 Projected*
Number of residents in need that were provided groceries, meals, shelter beds, and client visits.	11,664	11,500

*No emergency food and shelter grants were offered in FY 2010-11 and FY 2011-12

FISCAL IMPACT:

The Appropriation Transfer Request (ATR) transfers \$500,000 from Non-Departmental Reserves to Non-Departmental Grants and Contributions account for this purpose. Funds will be matched dollar-for-dollar by funding from the SVCF.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**RESOLUTION APPROVING AN AGREEMENT WITH THE SILICON VALLEY
COMMUNITY FOUNDATION (SVCF) FOR LEAD AGENCY SERVICES RELATED TO
THE 2012 FOOD AND SHELTER GRANTS PROGRAM**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the Board directed the County Manager to negotiate an agreement with the SVCF to act as the lead agency in providing services related to the 2012 Food and Shelter Grants Program; and

WHEREAS, the 2012 Food and Shelter Grant Program is designed to support access to food, homeless prevention services, and shelter for families and individuals in areas of most need in the County; and

WHEREAS, a total of one million dollars has been designated for this year's grant for food and shelter serving agencies with SVCF and the County each contributing one-half of this amount; and

WHEREAS, this Board has been presented with a form of such Agreement between the County and SVCF and has examined and approved it as to both form and content and desires to enter into it.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of

the Board shall attest the President's signature thereto.

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
Silicon Valley Community Foundation**

THIS AGREEMENT, entered into this 27th day of March, 2012, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Silicon Valley Community Foundation, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing lead agency services in the administration of emergency food and shelter grants.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment I—§504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit “B,” Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit “A.”

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County’s total fiscal obligation under this Agreement exceed Five Hundred Thousand dollars, \$500,000.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 1, 2012 through June 30, 2013.

This Agreement may be terminated by Contractor, the County Manager or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. Upon termination, Contractor shall return undispersed/unmatched funds to the County.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

1. Indemnification.

(a) Each Party hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the other Party, its Officers, Directors, Trustees, employees, and agents, from and against any and all third-party claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with an alleged breach of this Agreement by, or an alleged negligent act or omission of, the indemnifying Party, its Officers, Directors, Trustees, employees, agents, or independent contractors in performing its obligations under this Agreement, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any alleged grossly negligent, reckless, or unlawful act or omission of the indemnified Party, its Officers, Directors, Trustees, employees, or agents.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County’s prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and it will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000

- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended. Contractor agrees to comply with, and be bound by, the assurances set forth in Attachment I to this Agreement, which is incorporated herein by reference. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

John L. Maltbie
Acting County Manager
County of San Mateo
400 County Center
Redwood City, CA 94063

In the case of Contractor, to:

Vera Bennett
Chief Financial and Administrative Officer
Silicon Valley Community Foundation
2440 West El Camino Real, Suite 300
Mountain View, CA 94040

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Vera Bennett, Chief Financial and Administrative Officer, Silicon Valley Community Foundation

Contractor's Signature

Date: _____

Exhibit "A"

In consideration of the payments set forth in Exhibit "B," Contractor shall provide the following services:

- Administrative tasks
 - Receive grant funds from the County in the amount of \$500,000 and combine them with \$500,000 in matching funds from its own resources, which combined funds Contractor will use to make grants to selected non-profit organizations in the County that provide food and shelter services
 - Execute grant agreement with selected non-profit organizations to disperse funds (County funds and Contractor matching funds) that the selected organizations will use to provide food and shelter services to San Mateo County residents

- Grantee selection
 - Conduct information session in March 2012 for potential grantees
 - Conduct a Request for Proposals (RFP) and receive proposals from San Mateo County non-profit organizations providing food and shelter services
 - Evaluate, and conduct due diligence on, proposals received based on the established criteria
 - Coordinate and oversee selection committee to review grant proposals including determining eligible projects

- Project monitoring and evaluation
 - In collaboration with the County, develop performance measures for grantees
 - Evaluate and monitor grantees' work, including periodic calls/meetings and research-based evaluations, as needed

- Report to the County on the results of the grant program through a final report to be submitted to the County by September 30, 2013

- Communication
 - Develop joint press releases to announce availability of funds and to announce grantees

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

One-time payment of \$500,000 to Contractor by June 1, 2012, it being understood and agreed that Contractor will match this payment from the County with \$500,000 from Contractor's funds and will disburse the resulting \$1,000,000 for grants to non-profit organizations providing food and shelter services to San Mateo County residents.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Don Aguilar, Vice President, Human Resources
Name of 504 Person - Type or Print

Silicon Valley Community Foundation
Name of Contractor(s) - Type or Print

2440 West El Camino Real, Ste. 300
Street Address or P.O. Box

Mountain View, CA 94040
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Chief Financial and Administrative Officer
Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**COUNTY OF SAN MATEO
APPROPRIATION TRANSFER REQUEST**

REQUEST NO. ATR 12 027

DEPARTMENT County Manager's Office/Non-Departmental DATE 3/9/2012

1. REQUEST TRANSFER OF APPROPRIATIONS AS LISTED BELOW:

FUND OR ORG.	C O D E S		AMOUNT	DESCRIPTION
	ACCOUNT			
80120	8612		500,000.00	Non-Departmental Services - ERAF Reserves
From				
80110	6124		500,000.00	Non-Departmental Services - Emergency Assistance
To				

Justification. (Attach Memo if Necessary)

See attached Board Memo re: 2012 Food and Shelter Grant Program

DEPARTMENT HEAD
BY: [Signature] DATE 3/14/12

2. Board Action Required Four-Fifths Vote Required Board Action Not Required
Remarks:

COUNTY CONTROLLER
BY: [Signature] DATE 3/14/12

3. Approve as Requested Approve as Revised Disapprove
Remarks:

COUNTY MANAGER
BY: [Signature] DATE 3-19-12

DO NOT WRITE BELOW THIS LINE -- FOR BOARD OF SUPERVISORS' USE ONLY

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA
RESOLUTION TRANSFERRING FUNDS

RESOLUTION NO. _____

RESOLVED, by the Board of Supervisors of the County of San Mateo, that

WHEREAS, the Department hereinabove named in the Request for Appropriation, Allotment or Transfer of Funds has requested the transfer of certain funds as described in said Request; and

WHEREAS, the County Controller has approved said Request as to accounting and available balances, and the County Manager has recommended the transfer of funds as set forth hereinabove:

NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED that the recommendations of the County Manager be approved and that the transfer of funds as set forth in said Request be effected.

Regularly passed and adopted this _____ day of _____, 19_____.

Ayes and in favor of said resolution:

Noes and against said resolution:

Supervisors: _____
Supervisors: _____
Supervisors: _____
Supervisors: _____
Supervisors: _____

Supervisors: _____
Supervisors: _____
Absent Supervisors: _____
Absent Supervisors: _____
Absent Supervisors: _____

ATTEST:

CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF SAN MATEO

Clerk of Said Board

DISTRIBUTION:
 WHITE
 GREEN
 CANARY
 PINK
 GOLDENROD
 BOARD OF SUPERVISORS
 CONTROLLER
 COUNTY MANAGER
 DEPARTMENT
 TREASURER