

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SILICON VALLEY COMMUNITY FOUNDATION**

THIS AMENDMENT TO THE AGREEMENT, entered into this 23rd day of April, 2013, 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, on March 27th, 2012 the parties entered into an Agreement for administration of grant funds to selected non-profit organizations in the County that provide food and shelter services; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount payable thereunder by \$500,000, to a new total of \$1,000,000, and to extend the term of the Agreement to June 30, 2014.

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

1. Section 3 Payments of the Agreement is amended in its entirety to read as follows:

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 One Million dollars, \$1,000,000.

2. Section 4 Term and Termination of the Agreement is amended in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 1, 2012 through June 30, 2014.

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.

3. Original Exhibits A and B are replaced in their entirety with Revised Exhibits A and B (rev. April 23, 2013).
4. All other terms and conditions of the agreement dated March 27, 2012, between the County and Contractor shall remain in full force and effect.

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

COUNTY OF SAN MATEO

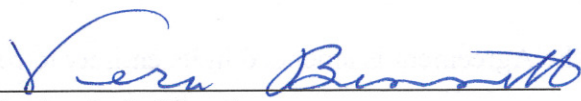
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SILICON VALLEY COMMUNITY FOUNDATION


Contractor's Signature

Date: 4-19-13

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 total amount of \$1,000,000 and combine them with \$1,000,000 in matching funds from Contractor's own resources. Contractor will use combined funds to make grants for two consecutive years to selected non-profit organizations in the County that provide food and shelter services
 - \$500,000 will be provided by the County and matched by Contractor in 2012. An additional \$500,000 will be provided by the County and matched by Contractor in 2013 resulting in a total of \$2,000,000
 - Execute grant agreements 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 sessions in March 2012 and March 2013 for potential grantees
 - Conduct two Request for Proposals (RFP) and receive proposals from San Mateo County non-profit organizations that provide food and shelter services
 - Evaluate, and conduct due diligence for each group of proposals received based on the established criteria
 - Coordinate and oversee selection committee in 2012 and 2013 to review grant proposals and determine 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 August 15, 2014
- 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:

Two payments, of \$500,000 each, to Contractor by June 1, 2012 and June 1, 2013 respectively, it being understood and agreed that Contractor will match these payments from the County with \$1,000,000 from Contractor's funds and will disburse the resulting \$2,000,000 for grants to non-profit organizations providing food and shelter services to San Mateo County residents in 2012 and 2013, with \$1,000,000 each year.

- \$500,000 to Contractor by June 1, 2012. Contractor will provide a matching sum of \$500,000 from its funds. Contractor will grant the total sum of \$1,000,000 to non-profit organizations that provide food and shelter services to San Mateo County residents by December 31, 2012.
- \$500,000 to Contractor by June 1, 2013. Contractor will provide a matching sum of \$500,000 from its funds. Contractor will grant the total sum of \$1,000,000 to non-profit organizations that provide food and shelter services to San Mateo County residents by December 31, 2013.