

# AGENDA

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**REGULAR MEETING  
SAN MATEO COUNTY BOARD OF SUPERVISORS  
CHAMBERS OF THE BOARD OF SUPERVISORS  
400 COUNTY CENTER, REDWOOD CITY  
TUESDAY, NOVEMBER 15, 2016  
9:00 A.M.**

*Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet or other writings that may be distributed at the meeting, should contact Sherry Golestan, Deputy Clerk of the Board, at least 2 working days before the meeting at (650) 363-4609 and/or [sgolestan@smcgov.org](mailto:sgolestan@smcgov.org). Notification in advance of the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. Attendees to this meeting are reminded that other attendees may be sensitive to various chemical based products.*

*If you wish to speak to the Board, please fill out a speaker's slip located in the box on the wall in the anteroom as you enter the Board Chambers. If you have anything that you wish distributed to the Board and included in the official record, please hand it to the Deputy Clerk of the Board who will distribute the information to the Board members and staff.*

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PUBLIC COMMENT**

This item is reserved for persons wishing to address the Board on any County-related matters that are as follows: 1) Not otherwise on this meeting agenda; 2) Listed on the Consent Agenda; 3) County Manager's Report on the Regular Agenda; or 4) Board Members' Reports on the Regular Agenda. Public comments on matters not listed above shall be heard at the time the matter is called.

As with all public comment, members of the public who wish to address the Board should complete a speaker's slip to make a public comment. Speakers are customarily limited to two minutes, but an extension can be provided to you at the discretion of the Board President.

**ACTION TO SET AGENDA and TO APPROVE CONSENT AGENDA ITEMS**

(This item is to set the final consent and regular agenda, and for the approval of the items listed on the consent agenda. All items on the consent agenda are approved by one action.)

**PRESENTATIONS AND AWARDS**

1. Presentation of a proclamation designating November 2016 as National Adoption Month.  
(Supervisor Warren Slocum)

**MATTERS SET FOR SPECIFIED TIME**

Times listed under this section are approximate. The Board makes every effort to adhere to the times listed, but in some cases, because of unexpected presentations, items may not be heard precisely at the time scheduled. In no case will any item be heard before the scheduled time.

2. 9:00 a.m.

Resolution accepting the 2017 San Mateo County Exposition and Fair Association budget presented by the San Mateo County Event Center.

3. 9:00 a.m.

**DEPARTMENT PERFORMANCE REPORTS**

A) Prosperous Community

- 1) First 5, Information only - Kitty Lopez, Executive Director

B) Healthy and Safe Community

- 1) Sheriff/Office of Emergency Services - Carlos Bolanos, Sheriff
- 2) Public Safety Communications - Sue Anderson, Assistant Director

C) Collaborative Community

- 1) Assessor-County Clerk-Recorder - Mark Church, Assessor-County Clerk-Recorder & Chief Elections Officer
- 2) Controller - Juan Raigoza, Controller
- 3) Information Services Department - Jon Walton, Director
- 4) County Counsel - John C. Beiers, County Counsel
- 5) County Manager/Clerk of the Board - John L. Maltbie, County Manager

4. 1:30 p.m.

Presentation of Service Awards, 455 County Center, Room 101, Redwood City  
(County Manager)

## REGULAR AGENDA

### COUNTY MANAGER

5. **Measure A:** Resolution authorizing an Appropriation Transfer Request (ATR) transferring **Measure A** revenue and expenditure appropriations in the amount of \$250,000 from Non-Departmental Services to Parks for the completion of the MidCoast Multi-Modal Trail planning designs. (Supervisor Don Horsley)
6. **Measure A:** Resolution authorizing a one-time \$30,072 grant of district-specific **Measure A** funds for the purchase of a 12-person passenger van to support the California Clubhouse program and its members and authorizing the County Manager, or his designee, to prepare and execute the grant agreement. (Supervisors Don Horsley and Warren Slocum)
7. **Measure A:** Resolution regarding district-specific **Measure A** funds to Citizens for Safety: (Supervisor Adrienne Tissier)
  - A) Authorizing a one-time \$60,000 grant of district-specific **Measure A** funds to Citizens for Safety, and authorizing the Sheriff, or his designee, to prepare and execute the grant agreement; and
  - B) Authorizing an Appropriation Transfer Request (ATR) transferring **Measure A** revenues and expenditures in the amount of \$60,000 from Non-Departmental District-Specific **Measure A** Funds to the Sheriff's Office for the one-time grant.
8. County Manager's Report #22 of 2016

### BOARD OF SUPERVISORS

9. Board Members' Reports

## CONSENT AGENDA

All items on the consent agenda are approved by one action unless a request is made at the beginning of the meeting that an item be withdrawn or transferred to the regular agenda. Any item on the regular agenda may be transferred to the consent agenda.

10. Approve the minutes for the meeting of November 1, 2016.

### AGRICULTURE WEIGHTS & MEASURES

11. Adoption of an ordinance repealing and replacing Chapter 5.144 of Title 5 of the San Mateo County Ordinance Code relating to fees for inspection and permitting of Point-of-Sale

systems, previously introduced on November 1, 2016, and waive the reading of the ordinance in its entirety.

**ASSESSOR-COUNTY CLERK-RECORDER**

- 12. Resolution authorizing implementation of the San Mateo County Community College District Governing Board's request that future board elections be moved from odd to even-numbered years.
- 13. Resolution authorizing implementation of the Belmont-Redwood Shores School District Governing Board's request that future board elections be moved from odd to even-numbered years.

**BOARD OF SUPERVISORS**

- 14. Ratification of a proclamation celebrating the 10th Anniversary of Shen Yun Performing Arts, a Classical Chinese Dance and Music Company (Supervisor Warren Slocum)
- 15. Ratification of a resolution honoring the City of Brisbane Upon the 55th Anniversary of Incorporation (Supervisor Adrienne Tissier)
- 16. Ratification of a resolution honoring Doelger Senior Center Upon the Celebration of its 35th Anniversary (Supervisor Adrienne Tissier)
- 17. Recommendation for appointment of Dorothy Christian, representing Family Member, to the Mental Health and Substance Abuse Recovery Commission, for a term ending September 30, 2019. (Supervisor Dave Pine)
- 18. Resolution regarding the San Mateo County Arts Commission: (Supervisor Carole Groom)
  - A) Designating the San Mateo County Arts Commission as the County's local arts partner with the California Arts Council, until rescinded; and
  - B) Authorizing the County Manager to submit an application to the State-Local Partnership Program for a grant and execute the grant contract if awarded.
- 19. Recommendation for appointment of Larisa Nadukovskaya, representing Emergency Physician, to the Emergency Medical Care Committee (EMCC), for a term ending March 31, 2020. (Supervisor Warren Slocum)
- 20. Recommendation for reappointments to the Commission on Disabilities, each for a term ending June 30, 2019: (Supervisor Warren Slocum)
  - A) Ligia Andrade; and
  - B) Robert Hall.

# COUNTY OF SAN MATEO

## BOARD OF SUPERVISORS

21. Resolution appointing Helen Fiscaro to the Local Governing Board of Directors of Seton Medical Center and Seton Coastside, for a term ending December 31, 2017. (Supervisor Adrienne Tissier)

### COUNTY COUNSEL

22. Approve corrections to the identified tax rolls and corresponding tax refunds.

### COUNTY MANAGER: OFFICE OF SUSTAINABILITY

23. Resolution setting January 10, 2017 at 9:15 a.m. at the regularly scheduled Board meeting, as the time and place for a public hearing on the garbage and recyclables collection rates for the Unincorporated Franchised Area within the South Bayside Waste Management Authority service area, exclusive of County Service Area No. 8 (North Fair Oaks) and West Bay Sanitary District.

### COUNTY MANAGER

24. Approve the Board of Supervisors' Meeting Schedule for calendar year 2017.
25. Resolution authorizing an agreement with California Financial Services, Inc. to provide cumulative financial tracking, reporting and disclosure services for all current financings, for a term of July 1, 2015 through June 30, 2018, in an amount not to exceed \$225,000.
26. Resolution authorizing an amendment to the FY 2016-17 Adopted Budget, increasing County Service Area No. 8 (North Fair Oaks) Fund Balance by \$261,488 for a new total of \$4,136,348, to conform with the County's June 30, 2016 Financial Statements and Controller's FY 2016-17 Budget Schedules.

### GOVERNING BOARD

27. Acting as the Governing Board of the San Mateo County Flood Control District, adopt a resolution approving the appointment of Kamala Silva Wolfe to the Colma Creek Flood Control Zone Advisory Committee as an "at large" member from the City of South San Francisco for a term expiring March 31, 2020.
28. Acting as the Governing Board of County Service Area No. 8, adopt a resolution setting January 10, 2017 at 9:00 a.m. at the regularly scheduled Board meeting, as the time and place for a public hearing on the garbage and recyclables collection rates for County Service Area No. 8 (North Fair Oaks).

### HEALTH SYSTEM

29. Resolution authorizing an amendment to the agreement with Pacific Interpreters, Inc., a Language Line Solutions Company, for interpreter services, increasing the amount by \$125,000, to an amount not to exceed \$1,875,000.

# COUNTY OF SAN MATEO

## BOARD OF SUPERVISORS

30. Resolution authorizing an agreement with AristaMD, Inc. to provide a SMART referral solution, for the term October 1, 2016 through September 30, 2021, in an amount not to exceed \$2,502,500.
31. Resolution authorizing an agreement with Total Renal Care, Inc. to provide acute inpatient dialysis services, for the term December 1, 2016 through November 30, 2021, in an amount not to exceed \$4,500,000.
32. Resolution authorizing a Memorandum of Understanding with the Health Plan of San Mateo to accept funding to participate in the Health Plan of San Mateo's Clinical Partnerships Program, for the term October 14, 2016 through March 31, 2018, in an amount not to exceed \$191,000.

### HOUSING

33. Resolution regarding a Regional Assessment of Fair Housing:
  - A) Authorizing the San Mateo County Department of Housing to serve as the lead entity in the collaboration between San Mateo County, the Housing Authority of the County of San Mateo, the Housing Authority of the City of South San Francisco, the City of Daly City, the City of Redwood City, the City of San Mateo, and the City of South San Francisco to conduct an Assessment of Fair Housing as required by the U.S. Department of Housing and Urban Development; and
  - B) Authorizing the Director of the Department of Housing to execute a Collaboration Agreement between San Mateo County, the Housing Authority of the County of San Mateo, the Housing Authority of South San Francisco, Daly City, Redwood City, the City of San Mateo and South San Francisco, which will describe the roles and responsibilities of each of the parties and ascribe each party's fair share of the contract fee, and to accept funding for the purposes of jointly preparing a regional Assessment of Fair Housing; and
  - C) Approving the revised Community Participation Plan which describes the community participation, consultation and coordination required for the Assessment of Fair Housing for San Mateo County (formerly Citizen Participation Plan), which reflects the requirement of the Affirmatively Furthering Fair Housing Final Rule published by the U.S. Department of Housing and Urban Development in July 2015.
34. **Measure A:** Resolution regarding acquisition of Atherton Court Apartments:
  - A) Authorizing a loan to MidPen Housing of \$5,883,211 for the acquisition of real property located at 3752-3770 Rolison Road, also known as Atherton Court, in Redwood City; and
  - B) Authorizing the Director of the Department of Housing, or the Director's designee, to execute a loan agreement with MidPen Housing for the acquisition of Atherton Court in Redwood City, as approved by County Counsel.

**HUMAN RESOURCES**

- 35. Resolution authorizing an amendment to the Master Salary Resolution to add six positions, delete six positions, and reclassify one position.
- 36. Report recommending the denial of claims (Non-culpable)

**HUMAN SERVICES AGENCY**

- 37. Resolution regarding an agreement with Abode Services authorizing:
  - A) The acceptance of funding from California Department of Social Services Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program in an amount up to \$924,299 for Fiscal Year 2016-17; and
  - B) The Human Services Agency Director to accept any additional augmentations to the CalWORKs Housing Support Program through FY 2017-18, in an amount up to \$2,000,000; and
  - C) The Human Services Agency Director to execute an agreement with Abode Services for the term of November 15, 2016 through June 30, 2017 in the amount of \$924,299 and any amendments through FY 2017-18 to use augmented Housing Support Program funding towards rapid re-housing services to CalWORKs families who are homeless or at risk of homelessness to remain housed in San Mateo County; and
  - D) An Appropriation Transfer Request in the amount of \$924,299 to the Human Services Agency Budget to accept the unanticipated funding from California Department of Social Services CalWORKs Housing Support Program.
- 38. Resolution regarding the Core Services Agencies:
  - A) Authorizing agreements with the Core Service Agencies for safety net services for the term of November 15, 2016 through June 30, 2019 in the following amounts: (1) YMCA of San Francisco, \$421,779; (2) City of Daly City – Daly City Community Service Center \$444,419; (3) Pacifica Resource Center, \$372,625; (4) Samaritan House, \$854,065; (5) Coastside Hope, \$502,859; (6) City of Redwood City-Fair Oaks Community Center, \$595,105; (7) El Concilio of San Mateo County, \$437,877; and (8) Puente de la Costa Sur, \$232,287, for a total of \$3,861,016; and
  - B) Authorizing the Director of Human Services Agency or designee to execute said agreements with the following three Core Service Agencies: (1) YMCA of San Francisco; (2) City of Daly City – Daly City Community Service Center; and (3) City of Redwood City – Fair Oaks Community Service Center.
- 39. **Measure A:** Resolution authorizing an agreement with Abode Services to provide Rapid Re-Housing services, for the term of November 15, 2016 through June 30, 2018, in an amount not to exceed \$1,500,000.

# COUNTY OF SAN MATEO

## BOARD OF SUPERVISORS

40. Resolution authorizing an amendment to the agreement with StarVista to increase the per youth rate for the Transitional Housing Placement Plus program (THP-Plus), extending the term by six months to June 30, 2017, and increasing the amount by \$687,945, for a total obligation of \$6,687,707.

### PARKS

41. Resolution authorizing the submittal of an application for grant funding from the California State Coastal Conservancy for the Coyote Point Eastern Promenade Trail Project in the amount of \$350,000.
42. **Measure A:** Resolution authorizing an agreement between the County of San Mateo and the San Mateo County Resource Conservation District for advertisement, award, and administration of contracts for the Old Haul Road Sediment Reduction Project, Phase I, in Pescadero Creek County Park, for a term of November 15, 2016 to December 31, 2017 or to completion date of Phase I, whichever comes first, in an amount not to exceed \$130,000.

### PUBLIC SAFETY COMMUNICATIONS

43. Resolution authorizing the President of the Board of Supervisors to execute the Agreement with the City of Daly City for Public Safety Communications services, from January 1, 2017 through December 31, 2021, for a total amount of \$7,088,000.

### SHERIFF

44. Resolution regarding FY 2016 Urban Area Security Initiative Grant:
- A) Authorizing an agreement with the City and County of San Francisco for the distribution of FY 2016 Urban Area Security Initiative grant funds for the Northern California Regional Intelligence Center, for a term commencing November 1, 2016 through February 28, 2018, in an amount not to exceed \$5,500,000; and
  - B) Authorizing the Sheriff or Sheriff's designee to execute interagency agreements in amounts that do not exceed \$300,000, utilizing solely the \$5,500,000 of grant funding, with other public agencies, for the purpose of reimbursing those agencies for the cost of personnel assigned to the Northern California Regional Intelligence Center.
45. Resolution authorizing an agreement with the City of Seaside Police Department for reimbursement of services provided by an Intelligence Analyst from the Northern California Regional Intelligence Center, for the term of July 1, 2016 through June 30, 2017, in an amount not to exceed \$125,000.
46. Resolution regarding Vance Brown Incorporated:
- A) Authorizing an Appropriation Transfer Request (ATR) recognizing \$3,000,000 in unanticipated revenue from Gifts and Donations and transferring \$3,000,000 to Fixed Assets for payment to Vance Brown incorporated; and



# COUNTY OF SAN MATEO

## BOARD OF SUPERVISORS

- B) Authorizing payment to Vance Brown, Incorporated in the maximum amount of \$3,000,000 upon confirmation of completion of construction work of that value.

### CLOSED SESSION

(The Board will adjourn to closed session to consider the following items at the end of the agenda, or at any time during the meeting as time permits. At the conclusion of closed session, the Board will reconvene in open session to report on any actions taken for which a report is required by law.)

- A) Conference with Legal Counsel - Existing Litigation
  - 1) Alfred Banks and Shirley Lawrence-Banks v. County of San Mateo, et al.  
U.S. District Court Case No. 4:16-cv-04455-YGR  
(Related to U.S. District Court Case No. 4:16-cv-06072-DMR)
- B) Conference with Legal Counsel - Anticipated Litigation
  - 1) Significant exposure to litigation pursuant to subdivision (d)(2) of Gov't Code Section 54956.9  
One case

Telecasts of the San Mateo County Board of Supervisors meetings can be seen throughout most of San Mateo County, Thursdays at 7:30PM, replayed on Fridays at 8:00AM and Saturdays at 10:00AM on Peninsula TV Channel 26. Palo Alto Cable viewers can see the meetings Thursday nights at 7:00PM on Channel 29. For more information on air dates for other communities, please contact Peninsula TV at (650) 637-1936.

Public records that relate to any item on the open session agenda for a regular board meeting are available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members of the Board. The Board has designated the office of the Clerk of the Board of Supervisors, located at 400 County Center, Redwood City, CA 94063, for the purpose of making those public records available for inspection. The documents are also available on the County's Internet Web site, at the link for Board of Supervisors agendas for upcoming meetings. The website is located at: [http://www.co.sanmateo.ca.us/smc/department/bos/home/0,2151,1864\\_26218,00.html](http://www.co.sanmateo.ca.us/smc/department/bos/home/0,2151,1864_26218,00.html). The San Mateo County Ordinance Code can be accessed on the World Wide Web at: [http://library2.municode.com/default-now/home.htm?infobase=16029&doc\\_action=whatsnew](http://library2.municode.com/default-now/home.htm?infobase=16029&doc_action=whatsnew)



# PROCLAMATION

THE BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO, STATE OF CALIFORNIA  
PROCLAMATION DESIGNATING NOVEMBER 2016 AS

\* \* \* \* \*

## *National Adoption Month*

\* \* \* \* \*

**WHEREAS**, the County of San Mateo re-affirms that each and every child and youth deserves a loving, nurturing and permanent home and adoptive families provide supportive environments and lifelong connections for children in foster care who are unable to reunify with their families; and

**WHEREAS**, adoptive parents provide patience and support needed to help children and youth overcome previous hardships and in Fiscal Year 15-16, San Mateo County's Human Services Agency finalized 18 adoptions; and

**WHEREAS**, there are many compassionate families able and willing to adopt children who have special needs and caring, stable adults can adopt a child or youth, even when they have a disability, are of moderate means or are unmarried; and

**WHEREAS**, both children waiting for adoptive parents, and families who have adopted these children, merit support from their community and public agencies; and

**WHEREAS**, in honor of this month, we encourage citizens, community agencies, religious organizations, businesses, schools, and others to celebrate National Adoption Month, honor families that grow through adoption, raise awareness of the need for adoptive families, and focus attention on those courageous children who live in the shadow of an uncertain future while they wait for permanent families; and

**WHEREAS**, the Board of Supervisors wishes to congratulate Ron & Marybeth Ortiz for successfully adopting two children with the Human Services Agency and for opening their home and providing the love and care for their two adopted children.

**NOW THEREFORE, BE IT PROCLAIMED**, that the Board of Supervisors of the County of San Mateo, State of California, does hereby designate November 2016 as **NATIONAL ADOPTION MONTH**.

Dated: November 15, 2016

**SUPERVISORS:**

\_\_\_\_\_  
**WARREN SLOCUM, PRESIDENT**

\_\_\_\_\_  
**CAROLE GROOM**

\_\_\_\_\_  
**DON HORSLEY**

\_\_\_\_\_  
**DAVE PINE**

\_\_\_\_\_  
**ADRIENNE J. TISSIER**

Attest: \_\_\_\_\_  
Deputy Clerk of the Board of Supervisors





## 2017 BUDGET

November 15, 2016

TO: Honorable Board of Supervisors  
FROM: Tim Smith and Dana Stoehr, Chief Operating Officers  
RE: 2017 Proposed Budget

**Recommendations:** Approve a resolution accepting the 2017 budget of the San Mateo County Exposition and Fair Association as presented.

**Background and Highlights:** At the Board Meeting on October 26, 2016, the Board reviewed and approved the proposed budget. Staff met with County Manager John Maltbie on November 4th to review the 2016 budget and proposed 2017 budget.

Total 2017 revenues of \$12,389,381 are \$505,081 or a 4.2% increase over 2016 budget.

Facility revenues are projected to increase 4.0% over 2016 due to new business booked.

Fair revenues expected to increase \$180,000 or 9.5% over 2016 with expected increases in attendance generated through creative programming and our Field trip to Fair School program which will offer every elementary student in San Mateo County a free ticket to the Fair.

Jockey Club Revenues are expected to decrease marginally by \$10,000 or .03% trending with annual decreases in attendance. Attendance has trended at a much slower rate of decrease than forecasted in previous years.

Food and Beverage revenues are forecasted relatively flat for 2017 at \$10,000 or .09% less than 2016, however corporate caterings continued to be marketed and booked. Staff expects to exceed budget projections but wanted to estimate a conservative estimate based on existing business booked.

Parking and RV revenues are estimated to increase by \$300,000 or 16% due to a planned increase to general parking to \$12 per vehicle. Parking rates have not been increased since 2006.

We would like thank SMCEC Department Heads for their contributions in creating the 2017 budget, as well for their dedication and hard work.

We would like to thank the County Manager's office, Board of Supervisors and the San Mateo County Exposition and Fair Association Board of Directors for their support and guidance in our efforts toward the continued success of the San Mateo County Event Center, Fair operations.

We respectfully request approval of the proposed 2017 budget.

RESOLUTION NO. .

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

\* \* \* \* \*

RESOLUTION ACCEPTING THE 2017 SAN MATEO COUNTY  
EXPOSITION AND FAIR ASSOCIATION BUDGET

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

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance the 2017 San Mateo County Exposition and Fair Association budget, reference to which is hereby made for further particulars; and

**WHEREAS**, this Board has examined and reviewed the budget of the San Mateo County Exposition and Fair Association.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Supervisors accepts the 2017 San Mateo County Exposition and Fair Association budget.

\* \* \* \* \*



San Mateo County Event Center  
 2017 Annual Forecast and Capital Budget  
 Trend of Operations-Departmental Financial Schedules  
 Index

Description	Pages (s)
<b>Consolidated Summary</b>	
Revenues and Expenses	1
<b>Departmental Operating Expenses</b>	
Cost of Sales	2
Payroll and Related	2
Supplies and Services	2
Advertising and Promotion	3
Special Projects	3
Capital Expenses	3
<b>Departmental Margins</b>	4
<b>Departmental Schedules - Profit (Loss)</b>	
Facilities	5-7
Food and Beverage	8-10
Jockey Club	11-12
Fair-Consolidated Summary	13
Fair Schedules	14-23
Parking and RV	24
Other Income	25
Administration	26-27
Sales and Marketing	28
Maintenance	29-31
Capital Expenses	32

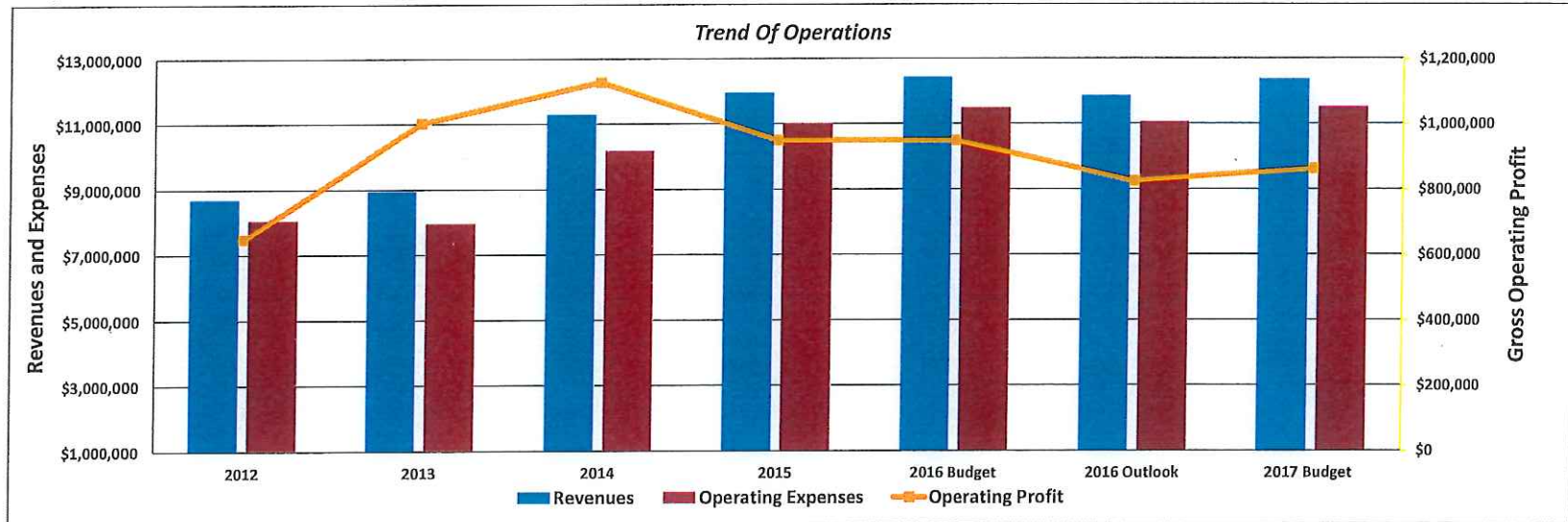




San Mateo County Event Center  
2017 Annual Forecast and Capital Budget

Consolidated Summary

Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
	2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Revenues</b>									
Facilities	\$4,015,870	\$3,954,462	\$4,013,621	\$3,486,196	\$2,683,001	\$2,433,796	\$2,531,482	\$97,686	4.0%
Food and Beverage	\$0	\$0	\$2,320,473	\$2,541,079	\$2,507,993	\$2,591,694	\$2,567,934	(\$23,760)	-0.9%
Jockey Club	\$3,104,407	\$3,062,178	\$2,965,163	\$2,970,571	\$2,924,006	\$2,994,020	\$2,984,033	(\$9,987)	-0.3%
Fair	\$1,523,309	\$1,872,709	\$1,930,125	\$1,973,673	\$2,184,999	\$1,906,029	\$2,086,178	\$180,150	9.5%
Parking and RV	\$0	\$0	\$0	\$922,106	\$2,071,000	\$1,854,769	\$2,152,217	\$297,448	16.0%
Other Income	\$50,837	\$62,667	\$67,506	\$69,985	\$72,001	\$103,992	\$67,536	(\$36,456)	-35.1%
<b>Total Income</b>	<b>\$8,694,423</b>	<b>\$8,952,015</b>	<b>\$11,296,887</b>	<b>\$11,963,610</b>	<b>\$12,443,000</b>	<b>\$11,884,300</b>	<b>\$12,389,381</b>	<b>\$505,081</b>	<b>4.2%</b>
<b>Departmental Operating Expenses</b>									
Cost of Sales	\$0	\$0	\$818,221	\$847,152	\$836,003	\$700,892	\$630,476	(\$70,416)	-10.0%
Payroll and Related	\$3,621,027	\$3,799,049	\$4,747,291	\$5,499,004	\$6,023,474	\$5,916,922	\$6,508,535	\$591,612	10.0%
Supplies and Services	\$3,163,338	\$3,222,836	\$3,889,866	\$4,137,811	\$3,851,681	\$3,881,499	\$3,806,738	(\$74,760)	-1.9%
Advertising and Promotion	\$366,473	\$387,831	\$390,076	\$373,269	\$411,842	\$364,938	\$382,632	\$17,693	4.8%
Special Projects	\$898,029	\$541,993	\$325,702	\$157,201	\$370,000	\$194,289	\$198,000	\$3,711	1.9%
<b>Total Operating Expenses</b>	<b>\$8,048,866</b>	<b>\$7,951,710</b>	<b>\$10,171,156</b>	<b>\$11,014,438</b>	<b>\$11,493,000</b>	<b>\$11,058,540</b>	<b>\$11,526,381</b>	<b>\$467,841</b>	<b>4.2%</b>
<b>Gross Operating Profit</b>	<b>\$645,557</b>	<b>\$1,000,306</b>	<b>\$1,125,731</b>	<b>\$949,172</b>	<b>\$950,000</b>	<b>\$825,760</b>	<b>\$863,000</b>	<b>\$37,240</b>	<b>4.5%</b>
Capital Expenses	\$916,891	\$1,047,141	\$922,629	\$841,707	\$960,000	\$952,760	\$943,000	(\$9,760)	-1.0%
<b>Net Profit (Loss)</b>	<b>(\$271,335)</b>	<b>(\$46,835)</b>	<b>\$203,102</b>	<b>\$107,465</b>	<b>(\$10,000)</b>	<b>(\$127,000)</b>	<b>(\$80,000)</b>	<b>\$47,000</b>	<b>-37.0%</b>
<b>Margin %</b>	<b>-3.1%</b>	<b>-0.5%</b>	<b>1.8%</b>	<b>0.9%</b>	<b>-0.1%</b>	<b>-1.1%</b>	<b>-0.6%</b>	<b>0.4%</b>	<b>-0.4%</b>





San Mateo County Event Center  
2017 Annual Forecast and Capital Budget

*Consolidated Summary*

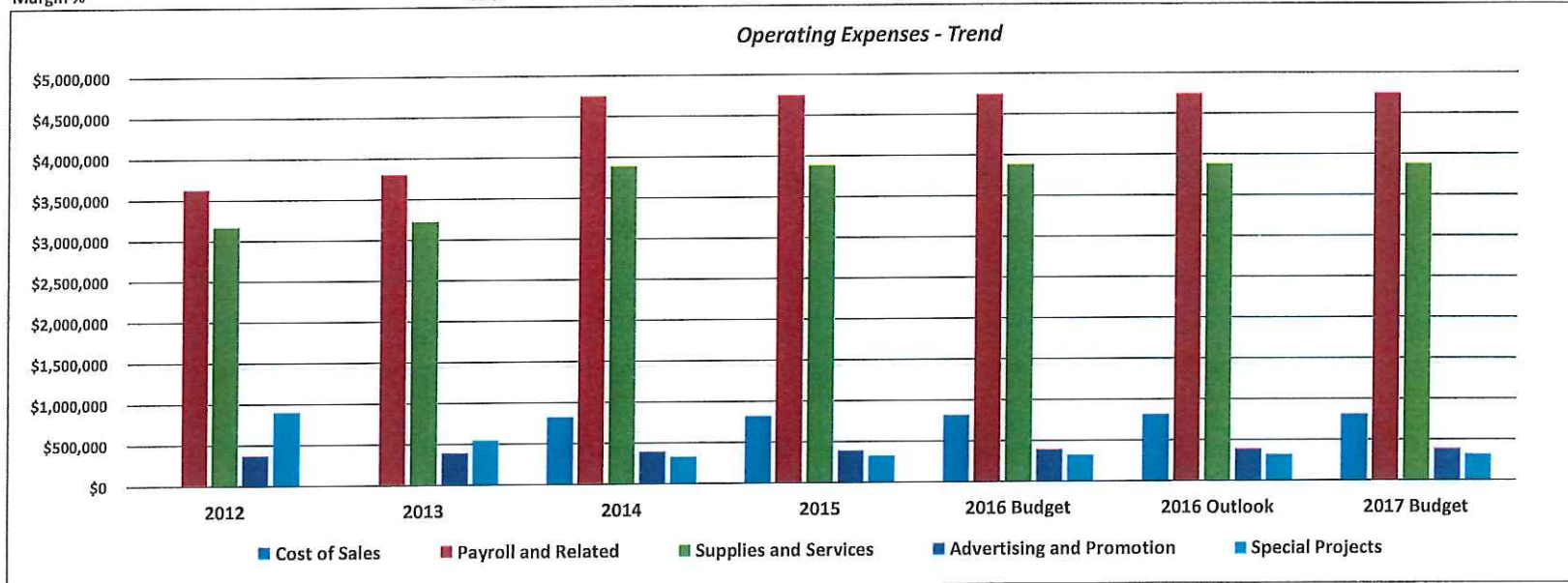
Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
	2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Departmental Operating Expenses</b>									
<b>Cost of Sales</b>									
Food and Beverage	\$0	\$0	\$818,221	\$847,152	\$836,003	\$700,892	\$630,476	(\$70,416)	-10.0%
<b>Total Cost of Sales</b>	<b>\$0</b>	<b>\$0</b>	<b>\$818,221</b>	<b>\$847,152</b>	<b>\$836,003</b>	<b>\$700,892</b>	<b>\$630,476</b>	<b>(\$70,416)</b>	<b>-10.0%</b>
<b>Payroll &amp; Related</b>									
Facilities	\$463,569	\$469,234	\$497,593	\$219,762	\$247,756	\$241,115	\$770,979	\$529,864	219.8%
Food and Beverage	\$0	\$5,968	\$816,241	\$1,206,892	\$1,171,165	\$1,154,520	\$1,110,672	(\$43,849)	-3.8%
Jockey Club	\$871,721	\$873,955	\$876,232	\$922,696	\$835,985	\$886,726	\$911,241	\$24,515	2.8%
Fair	\$343,029	\$374,049	\$359,391	\$338,805	\$408,779	\$351,587	\$405,624	\$54,037	15.4%
Parking and RV	\$0	\$0	\$0	\$149,429	\$341,503	\$209,204	\$228,185	\$18,981	9.1%
Administration	\$918,900	\$967,102	\$1,039,645	\$1,302,549	\$1,658,348	\$1,657,729	\$1,898,549	\$240,820	14.5%
Sales and Marketing	\$0	\$0	\$0	\$167,566	\$174,003	\$158,680	\$182,740	\$24,061	15.2%
Maintenance	\$1,023,808	\$1,108,742	\$1,158,189	\$1,191,305	\$1,185,935	\$1,257,360	\$1,000,544	(\$256,817)	-20.4%
<b>Total Payroll &amp; Related</b>	<b>\$3,621,027</b>	<b>\$3,799,049</b>	<b>\$4,747,291</b>	<b>\$5,499,004</b>	<b>\$6,023,474</b>	<b>\$5,916,922</b>	<b>\$6,508,535</b>	<b>\$591,612</b>	<b>10.0%</b>
<b>Supplies &amp; Services</b>									
Facilities	\$469,708	\$429,967	\$489,840	\$469,951	\$401,250	\$374,207	\$379,318	\$5,111	1.4%
Food and Beverage	\$0	\$3,638	\$278,504	\$406,876	\$365,838	\$338,752	\$346,839	\$8,087	2.4%
Jockey Club	\$564,332	\$525,774	\$560,769	\$504,614	\$529,383	\$515,232	\$466,439	(\$48,793)	-9.5%
Fair	\$1,069,248	\$1,155,786	\$1,242,297	\$1,165,352	\$1,242,997	\$1,292,254	\$1,314,298	\$22,044	1.7%
Parking and RV	\$0	\$0	\$0	\$55,074	\$60,500	\$27,716	\$32,039	\$4,323	15.6%
Administration	\$459,327	\$470,302	\$662,040	\$796,177	\$541,635	\$615,612	\$518,381	(\$97,231)	-15.8%
Sales and Marketing	\$0	\$0	\$0	\$4,048	\$18,000	\$5,257	\$6,560	\$1,303	24.8%
Maintenance	\$600,722	\$637,368	\$656,415	\$735,718	\$692,078	\$712,471	\$742,864	\$30,393	4.3%
<b>Total Supplies &amp; Services</b>	<b>\$3,163,338</b>	<b>\$3,222,836</b>	<b>\$3,889,866</b>	<b>\$4,137,811</b>	<b>\$3,851,681</b>	<b>\$3,881,499</b>	<b>\$3,806,738</b>	<b>(\$74,760)</b>	<b>-1.9%</b>



San Mateo County Event Center  
2017 Annual Forecast and Capital Budget

Consolidated Summary

Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
	2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Promotion &amp; Advertising</b>									
Facilities	\$63,583	\$41,289	\$54,921	\$549	\$0	\$794	\$0	(\$794)	-100.0%
Jockey Club	\$42,467	\$47,442	\$40,305	\$46,741	\$50,619	\$42,147	\$42,883	\$736	1.7%
Fair	\$260,422	\$299,100	\$294,850	\$295,626	\$337,223	\$307,857	\$322,349	\$14,492	4.7%
Sales and Marketing	\$0	\$0	\$0	\$30,354	\$24,000	\$14,140	\$17,400	\$3,260	23.1%
<b>Total Promotion &amp; Advertising</b>	<b>\$366,473</b>	<b>\$387,831</b>	<b>\$390,076</b>	<b>\$373,269</b>	<b>\$411,842</b>	<b>\$364,938</b>	<b>\$382,632</b>	<b>\$17,693</b>	<b>4.8%</b>
<b>Special Projects</b>									
Maintenance	\$898,029	\$541,993	\$325,702	\$139,604	\$230,000	\$181,289	\$184,000	\$2,711	1.5%
Jockey Club	\$0	\$0	\$0	\$17,598	\$90,000	\$3,000	\$3,500	\$500	16.7%
Administration	\$0	\$0	\$0	\$0	\$50,000	\$10,000	\$10,500	\$500	5.0%
<b>Total Special Projects</b>	<b>\$898,029</b>	<b>\$541,993</b>	<b>\$325,702</b>	<b>\$157,201</b>	<b>\$370,000</b>	<b>\$194,289</b>	<b>\$198,000</b>	<b>\$3,711</b>	<b>1.9%</b>
<b>Capital Expenses</b>									
Capital & Other Expenses	\$916,891	\$1,047,141	\$922,629	\$841,707	\$960,000	\$952,760	\$943,000	(\$9,760)	-1.0%
<b>Total Capital Expenses</b>	<b>\$916,891</b>	<b>\$1,047,141</b>	<b>\$922,629</b>	<b>\$841,707</b>	<b>\$960,000</b>	<b>\$952,760</b>	<b>\$943,000</b>	<b>(\$9,760)</b>	<b>-1.0%</b>
<b>Total Expenses</b>	<b>\$8,965,758</b>	<b>\$8,998,851</b>	<b>\$11,093,785</b>	<b>\$11,856,145</b>	<b>\$12,453,000</b>	<b>\$12,011,300</b>	<b>\$12,469,381</b>	<b>\$458,081</b>	<b>3.8%</b>
<b>Net Profit (Loss)</b>	<b>(\$271,335)</b>	<b>(\$46,835)</b>	<b>\$203,102</b>	<b>\$107,465</b>	<b>(\$10,000)</b>	<b>(\$127,000)</b>	<b>(\$80,000)</b>	<b>\$47,000</b>	<b>-37.0%</b>
<b>Margin %</b>	<b>-3.1%</b>	<b>-0.5%</b>	<b>1.8%</b>	<b>0.9%</b>	<b>-0.1%</b>	<b>-1.1%</b>	<b>-0.6%</b>	<b>0.4%</b>	<b>-0.4%</b>





San Mateo County Event Center  
2017 Annual Forecast and Capital Budget

*Consolidated Summary*

Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
	2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Departmental Margins</b>									
Facilities	\$3,019,010	\$3,013,971	\$2,971,267	\$2,795,934	\$2,033,995	\$1,817,680	\$1,381,185	(\$436,495)	-24.0%
Food and Beverage	\$0	(\$9,606)	\$407,508	\$80,159	\$134,987	\$397,529	\$479,947	\$82,417	20.7%
Jockey Club	\$1,625,886	\$1,615,008	\$1,487,857	\$1,478,922	\$1,418,019	\$1,546,916	\$1,559,970	\$13,054	0.8%
Fair	(\$149,390)	\$43,774	\$33,587	\$173,890	\$196,000	(\$45,670)	\$43,907	\$89,577	-196.1%
Parking and RV	\$0	\$0	\$0	\$717,603	\$1,668,997	\$1,617,850	\$1,891,993	\$274,143	16.9%
Other Income	\$50,837	\$62,667	\$67,506	\$69,985	\$72,001	\$103,992	\$67,536	(\$36,456)	-35.1%
Administration	(\$1,378,227)	(\$1,437,405)	(\$1,701,686)	(\$2,098,726)	(\$2,249,983)	(\$2,283,341)	(\$2,427,430)	(\$144,089)	6.3%
Sales and Marketing	\$0	\$0	\$0	(\$201,969)	(\$216,003)	(\$178,077)	(\$206,700)	(\$28,624)	16.1%
Maintenance	(\$2,522,559)	(\$2,288,103)	(\$2,140,307)	(\$2,066,626)	(\$2,108,013)	(\$2,151,120)	(\$1,927,408)	\$223,712	-10.4%
Capital Expenses	(\$916,891)	(\$1,047,141)	(\$922,629)	(\$841,707)	(\$960,000)	(\$952,760)	(\$943,000)	\$9,760	-1.0%
<b>Total Margins</b>	<b>(\$271,335)</b>	<b>(\$46,835)</b>	<b>\$203,102</b>	<b>\$107,465</b>	<b>(\$10,000)</b>	<b>(\$127,000)</b>	<b>(\$80,000)</b>	<b>\$47,000</b>	<b>-37.0%</b>
<b>Cash Flow Projection:</b>									
Profit (Loss)					(\$10,000)	(\$127,000)	(\$80,000)	\$47,000	-37.0%
Add Back: Depreciation					\$876,000	\$864,724	\$871,000	\$6,276	0.7%
<b>Subtotal</b>					<b>\$866,000</b>	<b>\$737,724</b>	<b>\$791,000</b>	<b>\$53,276</b>	<b>7.2%</b>
Less: Debt Service (Jockey Club)					(\$100,000)	(\$100,000)	(\$100,000)	\$0	0.0%
Less: Capital Expenditures					(\$300,000)	(\$467,960)	(\$300,000)	\$167,960	-35.9%
Less: Non-Capital Expenditures					(\$84,000)	(\$88,480)	(\$72,000)	\$16,480	-18.6%
<b>Net Cash Flow</b>					<b>\$382,000</b>	<b>\$81,284</b>	<b>\$319,000</b>	<b>\$237,715</b>	<b>292.4%</b>



**San Mateo County Event Center  
2017 Annual Forecast and Capital Budget**

**Facilities**

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Revenues</b>										
481.000	Rental of Buildings	1,327,511	1,363,947	1,452,340	1,426,356	1,679,840	1,622,568	1,718,768	96,200	5.9%
481.001	Rental - Expo Hall	-	-	-	-	-	-	-	-	0.0%
481.002	Rental - Rebates	-	-	-	-	-	-	-	-	0.0%
482.000	Rental of Grounds	-	750	-	-	-	-	-	-	0.0%
483.000	Equipment Rental	176,493	180,853	175,223	191,425	448,639	166,387	174,539	8,152	4.9%
483.001	Rental - Sound System	16,815	14,350	12,550	15,525	12,275	17,491	18,000	509	2.9%
484.000	Concession Revenue	5,000	7,950	-	-	-	-	-	-	0.0%
484.001	Concession % - CTC	253,614	269,968	3,977	(500)	-	-	-	-	0.0%
484.002	Concession % - Other	11,217	7,000	(1,418)	2,812	-	-	-	-	0.0%
484.003	Catering % - CTC	32,368	30,291	605	315	-	-	-	-	0.0%
484.004	Catering % - Other	3,492	7,780	6,014	1,711	-	2,135	-	(2,135)	-100.0%
485.000	Recovered Expenses	2,114	15,689	35,542	61,735	-	6,257	-	(6,257)	-100.0%
485.001	Recovered Labor	299,016	296,293	332,675	334,452	223,012	325,896	346,867	20,971	6.4%
485.002	Recovered Utilities	-	-	-	-	-	-	-	-	0.0%
485.003	Recovered Trash	11,295	12,360	19,805	9,905	4,030	4,680	4,950	270	5.8%
485.004	Recovered Damages	11,481	24,500	3,910	4,575	-	1,540	1,700	160	10.4%
485.005	Recovered Equipment	51,347	17,281	34,695	23,599	15,115	17,838	18,440	602	3.4%
485.006	Recovered Security/Law Enforcement	100,402	83,640	92,909	78,728	103,008	69,905	66,650	(3,255)	-4.7%
486.000	Parking Revenue	-	-	(10)	-	-	-	-	-	0.0%
486.001	Patron Parking	1,310,742	1,281,759	1,327,603	836,456	-	-	-	-	0.0%
486.002	Exhibitor Parking	74,006	77,812	86,583	51,809	-	-	-	-	0.0%
486.003	Tail Gating Permits	26,195	25,792	30,026	19,357	-	-	-	-	0.0%
486.004	Monthly Parking Contracts	-	-	-	-	-	-	-	-	0.0%
487.000	RV Parking / Camping	42,725	63,390	108,866	120,614	-	-	-	-	0.0%
487.001	Storage Lot - Storage	28,380	50,702	60,755	37,977	-	-	-	-	0.0%
488.000	Miscellaneous Charges	-	-	-	26	-	15	-	(15)	-100.0%
488.001	Wireless Internet Fees	48,594	30,526	51,955	102,901	37,140	51,685	30,320	(21,365)	-41.3%
488.002	Electrical Service Commission	55,774	41,664	65,683	47,221	43,411	48,884	49,690	806	1.6%
488.003	Computer/Phone (CCPI)	-	-	-	-	-	-	-	-	0.0%
488.004	Fire Department Fees	24,599	20,829	24,553	25,005	26,925	24,279	24,900	621	2.6%
488.005	Business License Fees	23,495	22,190	21,042	19,075	20,465	18,295	18,925	630	3.4%
488.006	CFSA Insurance	3,384	2,977	2,105	2,897	2,713	2,661	2,700	39	1.5%
488.007	EMT Fees	26,550	30,675	34,308	34,845	34,445	27,370	28,551	1,181	4.3%
488.008	Miscellaneous Fees	8,266	2,159	394	-	174	174	180	6	3.4%
488.009	ATM Fees	26,527	33,892	34,144	33,275	31,809	25,736	26,302	566	2.2%
490.000	Prior Year Revenue Adjustment	14,467	(62,557)	(3,213)	4,102	-	-	-	-	0.0%
<b>Total Income</b>		<b>4,015,870</b>	<b>3,954,462</b>	<b>4,013,621</b>	<b>3,486,196</b>	<b>2,683,001</b>	<b>2,433,796</b>	<b>2,531,482</b>	<b>97,686</b>	<b>4.0%</b>



San Mateo County Event Center  
2017 Annual Forecast and Capital Budget

Facilities

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Departmental Operating Expenses</b>										
<b>Payroll &amp; Related</b>										
591.000	Salaries & Wages - Permanent	241,136	252,936	269,097	129,199	163,412	153,220	519,178	365,958	238.8%
591.001	Salaries & Wages - Temporary	-	-	15,268	9,031	2,381	15,917	17,690	1,773	11.1%
591.002	Salaries & Wages - Overtime	80	-	-	-	-	1,784	-	(1,784)	-100.0%
591.003	Parking Lot - Cashier	-	-	-	-	-	-	-	-	0.0%
591.004	Parking Lot - Sellers	46,295	37,233	32,652	-	-	-	-	-	0.0%
591.005	Parking Lot - Parkers	73,160	73,984	72,873	-	-	-	-	-	0.0%
591.006	Box Office Wages	-	-	-	-	-	-	-	-	0.0%
591.100	Employee Benefits	1,489	916	69	-	-	-	-	-	0.0%
591.101	Benefits - Pension	29,485	32,616	32,967	28,107	32,191	26,731	54,746	28,015	104.8%
591.102	Benefits - Other	25,276	25,155	28,443	32,666	21,352	20,690	102,961	82,272	397.6%
591.201	Payroll Taxes	26,960	27,831	30,451	2,853	14,116	13,380	41,070	27,690	206.9%
591.301	Workers Compensation Insurance	19,687	18,562	15,775	16,743	14,304	8,678	34,608	25,930	298.8%
591.302	Payroll Outside Agency	-	-	-	1,163	-	715	725	10	1.4%
<b>Total Payroll &amp; Related</b>		<b>463,569</b>	<b>469,234</b>	<b>497,593</b>	<b>219,762</b>	<b>247,756</b>	<b>241,115</b>	<b>770,979</b>	<b>529,864</b>	<b>219.8%</b>
<b>Supplies and Services</b>										
592.000	Professional Services	-	-	4,949	-	-	-	-	-	0.0%
592.001	Professional Services-Other	135,688	132,328	151,245	148,113	134,412	139,713	140,618	905	0.6%
592.002	Pro Services - Marketing	-	144	-	-	-	-	-	-	0.0%
592.003	Use account 595.009	-	-	-	-	-	-	-	-	0.0%
593.000	Employee Meals	3,896	4,401	4,403	85	685	600	625	25	4.2%
593.001	Office Supplies	-	-	-	387	1,286	3,139	3,306	167	5.3%
594.000	Miscellaneous	559	162	268	21,542	1,143	1,101	1,121	20	1.8%
594.001	Printing and Stationery	-	-	-	2,591	2,890	3,697	3,747	50	1.4%
595.000	Outside Services	875	-	-	-	-	500	525	25	5.0%
595.001	Equipment Rentals	67,908	69,143	51,869	43,906	51,315	48,879	48,090	(789)	-1.6%
595.002	Security/Law Enforcement	96,127	88,287	93,369	71,764	48,984	73,262	75,460	2,198	3.0%
595.003	Insurance	3,698	2,669	2,276	2,541	3,321	3,720	4,220	500	13.4%
595.004	Fire Department Fees	15,384	23,487	27,881	18,272	22,772	27,372	28,372	1,000	3.7%
595.005	Business License Fees	23,700	18,865	21,966	25,527	24,482	17,270	19,100	1,830	10.6%
595.007	EMT's	25,185	29,379	30,940	29,931	27,166	22,463	23,384	921	4.1%
595.008	Other Fees	49,838	35,625	61,160	73,048	81,594	30,014	29,500	(514)	-1.7%
595.009	IT Installation/Support (Shows)	4,608	2,565	2,185	32,000	1,200	1,200	1,250	50	4.2%
596.000	Parking	535	-	-	-	-	349	-	(349)	-100.0%
596.001	Parking Equipment	18,200	4,814	4,290	-	-	927	-	(927)	-100.0%
596.002	Other Parking Expenses	14,516	14,430	30,927	-	-	-	-	-	0.0%
596.003	Parking - Signs	8,992	3,669	2,112	245	-	-	-	-	0.0%
<b>Total Supplies and Services</b>		<b>469,708</b>	<b>429,967</b>	<b>489,840</b>	<b>469,951</b>	<b>401,250</b>	<b>374,207</b>	<b>379,318</b>	<b>5,111</b>	<b>1.4%</b>



San Mateo County Event Center  
2017 Annual Forecast and Capital Budget

Facilities

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Promotion &amp; Advertising</b>										
597.000	Marketing & Advertising Other	1,276	39	7,816	-	-	-	-	-	0.0%
597.001	Print Media	37,409	29,757	36,059	-	-	-	-	-	0.0%
597.002	Travel and Entertainment	2,648	1,808	131	-	-	-	-	-	0.0%
597.003	Registration/Seminars/Memberships	6,744	2,458	4,013	-	-	-	-	-	0.0%
597.004	Web Advertising	2,946	4,166	5,975	-	-	794	-	(794)	-100.0%
597.005	Hospitality	12,561	3,062	926	549	-	-	-	-	0.0%
<b>Total Promotion &amp; Advertising</b>		<b>63,583</b>	<b>41,289</b>	<b>54,921</b>	<b>549</b>	<b>-</b>	<b>794</b>	<b>-</b>	<b>(794)</b>	<b>-100.0%</b>
<b>Total Departmental Expenses</b>		<b>996,860</b>	<b>940,491</b>	<b>1,042,354</b>	<b>690,262</b>	<b>649,006</b>	<b>616,116</b>	<b>1,150,297</b>	<b>534,181</b>	<b>86.7%</b>
<b>Departmental Profit (Loss)</b>		<b>3,019,010</b>	<b>3,013,971</b>	<b>2,971,267</b>	<b>2,795,934</b>	<b>2,033,995</b>	<b>1,817,680</b>	<b>1,381,185</b>	<b>(436,495)</b>	<b>-24.0%</b>
<b>Margin %</b>		<b>75.2%</b>	<b>76.2%</b>	<b>74.0%</b>	<b>80.2%</b>	<b>75.8%</b>	<b>74.7%</b>	<b>54.6%</b>	<b>-20.1%</b>	<b>-0.3%</b>



San Mateo County Event Center  
2017 Annual Forecast and Capital Budget



Food and Beverage

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Revenues-Concessions</b>										
440.100	Food-Concessions-Events	-	-	272,552	287,704	338,457	318,964	324,443	5,479	1.7%
440.101	Beverage-Concessions	-	-	158,240	205,688	194,921	184,520	240,620	56,100	30.4%
440.102	Beverage-Alcoholic-Concessions	-	-	201,531	211,233	198,867	200,382	217,572	17,190	8.6%
440.200	Food-Jockey Club-Concessions	-	-	131,501	134,380	140,852	139,792	142,588	2,796	2.0%
440.201	Food-Jockey Club-Restaurant	-	-	64,649	67,921	71,765	80,298	82,306	2,007	2.5%
440.202	Beverage-Jockey Club-Restaurant	-	-	82,719	16,717	13,825	19,960	20,559	599	3.0%
440.203	Beverage-Jockey Club Alcohol-Restaurant	-	-	96,956	19,047	19,599	31,427	32,370	943	3.0%
440.204	Beverage-Jockey Club-Concessions	-	-	-	78,810	78,343	67,994	70,034	2,040	3.0%
440.205	Beverage-Jockey Club-Alcohol-Concessions	-	-	-	103,049	111,065	95,864	98,740	2,876	3.0%
440.300	Food - Fair	-	-	20,395	21,010	35,000	14,814	16,000	1,186	8.0%
440.301	Beverage - Fair	-	-	11,598	20,536	45,000	19,975	21,000	1,025	5.1%
440.302	Beverage - Alcoholic - Fair	-	-	218,092	247,829	264,694	245,543	230,000	(15,543)	-6.3%
440.303	Coffee Shop	-	-	-	2,112	3,600	44,674	56,500	11,826	26.5%
440.304	Vending Machines	-	-	-	4,952	3,447	9,346	9,546	200	2.1%
440.400	Concessions - Sub Contractor Sales	-	-	-	188,746	170,714	150,212	151,000	788	0.5%
440.401	Sub Contractor - Non Fair	-	-	191,708	3,900	2,600	12,870	12,800	(70)	-0.5%
440.402	Sub Contractor - SWF	-	-	-	-	-	-	-	-	0.0%
<b>Total Concessions Income</b>		-	-	<b>1,449,942</b>	<b>1,613,634</b>	<b>1,692,749</b>	<b>1,636,636</b>	<b>1,726,077</b>	<b>89,441</b>	<b>5.5%</b>
<b>Revenues-Catering</b>										
445.100	Catering - Food	-	-	692,483	486,370	406,998	546,199	464,503	(81,697)	-15.0%
445.101	Catering - Beverage	-	-	22,191	91,846	76,653	64,771	50,700	(14,071)	-21.7%
445.102	Catering - Beverage - Alcoholic	-	-	50,064	163,430	212,250	136,888	150,662	13,774	10.1%
445.103	Supplemental Fee	-	-	39,518	94,342	57,453	120,198	101,165	(19,033)	-15.8%
445.202	Sub Contractor - SWF	-	-	-	-	-	-	-	-	0.0%
445.400	Sub Contractor Sales	-	-	-	-	-	-	-	-	0.0%
445.401	Sub Contractor - Non Fair	-	-	4,888	-	6,000	(320)	-	320	-100.0%
445.403	Sub Contractor - Fair	-	-	-	-	-	-	-	-	0.0%
446.000	Other Income	-	-	345	65	65	615	-	(615)	-100.0%
446.001	Rebates & Discounts	-	-	-	(4,311)	-	4,110	4,250	140	3.4%
446.002	Equipment Rental Income	-	-	-	1,212	-	4,010	4,050	40	1.0%
446.003	Labor Charges	-	-	33,211	73,971	37,845	43,280	35,825	(7,455)	-17.2%
447.000	Linen Charges	-	-	10,517	1,436	3,900	12,506	8,903	(3,604)	-28.8%
448.000	Food Buy - All	-	-	17,100	19,085	14,080	22,800	21,800	(1,000)	-4.4%
449.000	Health Department Permits	-	-	214	-	-	-	-	-	0.0%
<b>Total Catering Income</b>		-	-	<b>870,531</b>	<b>927,445</b>	<b>815,244</b>	<b>955,058</b>	<b>841,857</b>	<b>(113,201)</b>	<b>-11.9%</b>
<b>Total Food &amp; Beverage Income</b>		-	-	<b>2,320,473</b>	<b>2,541,079</b>	<b>2,507,993</b>	<b>2,591,694</b>	<b>2,567,934</b>	<b>(23,760)</b>	<b>-0.9%</b>





Food and Beverage

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Cost of Sales</b>										
644.100	Product - Food - Concessions	-	-	155,304	211,576	220,336	145,187	132,773	(12,414)	-8.6%
644.101	Product - Food - Catering	-	-	297,327	235,574	174,603	143,000	134,706	(8,294)	-5.8%
644.200	Product - Beverages - Concessions	-	-	42,444	39,417	45,516	85,011	113,073	28,061	33.0%
644.201	Product - Beverages - Catering	-	-	18,558	27,758	17,842	27,665	12,675	(14,990)	-54.2%
644.300	Product - Beverages - Alcoholic - Concessions	-	-	100,489	128,190	127,915	91,133	47,866	(43,267)	-47.5%
644.301	Product - Beverages - Alcoholic - Catering	-	-	27,700	47,086	83,847	41,724	36,159	(5,565)	-13.3%
644.400	Product - Food - Jockey Club - Restaurant	-	-	146,887	47,645	16,376	58,699	31,276	(27,423)	-46.7%
644.401	Product - Beverage - Jockey Club - Restaurant	-	-	8,815	2,636	3,089	4,214	5,140	925	22.0%
644.402	Product - Beverage - Alcoholic - Jockey Club - Restaurant	-	-	20,696	3,948	5,426	4,470	7,121	2,651	59.3%
644.403	Product - Food - Jockey Club - Concessions	-	-	-	66,518	92,800	59,911	54,183	(5,728)	-9.6%
644.404	Product - Beverage - Jockey Club - Concessions	-	-	-	12,429	17,499	14,497	14,007	(490)	-3.4%
644.405	Product - Beverage - Alcoholic - Jockey Club - Concessions	-	-	-	24,374	30,754	16,877	21,723	4,846	28.7%
644.406	Product - Coffee Shop-Starbucks	-	-	-	-	-	8,504	19,775	11,271	132.6%
644.500	Product - Spoilage - Concessions	-	-	-	-	-	-	-	-	0.0%
644.501	Product - Spoilage - Catering	-	-	-	-	-	-	-	-	0.0%
<b>Total Cost of Sales</b>		-	-	<b>818,221</b>	<b>847,152</b>	<b>836,003</b>	<b>700,892</b>	<b>630,476</b>	<b>(70,416)</b>	<b>-10.0%</b>
<b>Gross Margin</b>		-	-	<b>1,502,252</b>	<b>1,693,928</b>	<b>1,671,990</b>	<b>1,890,802</b>	<b>1,937,458</b>	<b>46,656</b>	<b>2.5%</b>
<b>Payroll &amp; Related</b>										
641.000	Salaries & Wages - Permanent	-	5,526	241,347	412,198	525,648	281,825	351,030	69,205	24.6%
642.000	Salaries & Wages - Temporary	-	-	448,514	360,264	265,278	413,637	403,172	(10,465)	-2.5%
642.002	Salaries & Wages - Overtime	-	-	-	12,917	4,000	49,279	28,000	(21,279)	-43.2%
642.100	Employee Benefits	-	-	-	290	-	-	-	-	0.0%
642.101	Benefits - Pension	-	-	6,009	20,662	21,464	18,722	16,782	(1,940)	-10.4%
642.102	Benefits - Other	-	-	40,492	88,974	101,501	77,432	80,434	3,002	3.9%
642.200	Payroll Taxes	-	153	53,118	60,538	60,810	65,146	59,838	(5,308)	-8.1%
642.300	Workers Compensation Insurance	-	289	26,761	40,142	42,912	39,787	42,916	3,128	7.9%
642.301	Payroll Outside Agency	-	-	-	210,908	149,552	208,692	128,500	(80,192)	-38.4%
<b>Total Payroll &amp; Related</b>		-	<b>5,968</b>	<b>816,241</b>	<b>1,206,892</b>	<b>1,171,165</b>	<b>1,154,520</b>	<b>1,110,672</b>	<b>(43,849)</b>	<b>-3.8%</b>
<b>Supplies &amp; Services</b>										
643.000	Professional Services	-	-	-	653	653	-	-	-	0.0%
643.001	Professional Services-Other	-	1,898	77,121	37,562	40,738	15,447	15,872	425	2.8%
643.002	Professional Services-Consulting	-	-	-	-	-	100	-	(100)	-100.0%
645.000	Supplies & Expense	-	-	8,263	1,766	-	-	-	-	0.0%
645.100	Paper Supplies	-	-	7,983	114,986	95,700	50,149	51,719	1,569	3.1%
645.101	Ice / CO 2	-	-	11,508	11,511	8,613	12,119	12,453	334	2.8%
645.200	Cleaning Supplies	-	-	16,064	24,936	20,593	21,607	21,907	300	1.4%
645.300	Office Supplies	-	-	5,331	4,874	3,908	3,481	3,951	470	13.5%
645.301	Printing and Stationery	-	-	1,269	4,193	4,737	2,585	2,635	50	1.9%
645.302	Computer Maintenance / Internet	-	-	15,988	7,532	9,031	1,850	1,900	50	2.7%
645.303	Bank Charges/Fees	-	-	1,066	3,632	3,832	19,071	20,281	1,210	6.3%
645.304	Postage	-	-	265	55	155	100	100	-	0.0%
645.305	Telephone	-	-	-	1,420	1,268	55	55	-	0.0%
645.306	Dues & Subscriptions	-	-	335	662	812	935	960	25	2.7%



San Mateo County Event Center  
2017 Annual Forecast and Capital Budget



Food and Beverage

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
645.307	Taxes, Licenses, Royalty Fees	-	-	12,343	8,251	8,792	17,193	17,493	300	1.7%
645.308	Exterminating	-	-	-	4,084	4,801	4,033	4,133	100	2.5%
645.400	Utility Expense	-	-	-	-	-	-	-	-	0.0%
645.500	Hood Cleaning	-	-	-	-	3,600	1,200	1,225	25	2.1%
646.000	Equipment Rental	-	-	28,876	55,617	43,874	39,067	39,356	289	0.7%
646.100	Linen & Cleaning Expense	-	-	1,936	7,905	12,001	9,652	9,852	200	2.1%
646.101	Linen - Catering	-	-	22,791	24,620	14,163	35,508	35,708	200	0.6%
646.200	Uniform Expense	-	-	15,618	12,377	11,303	11,803	11,939	136	1.2%
647.000	Advertising Expense	-	431	4,642	1,393	101	853	878	25	2.9%
647.100	Gifts	-	-	226	241	316	430	440	10	2.3%
647.101	Decorations	-	-	-	1,987	2,606	3,304	3,329	25	0.8%
647.200	Employee Meals	-	-	3,606	17,653	12,746	41,311	42,711	1,400	3.4%
647.300	Promotional Expense	-	-	2,004	-	-	-	-	-	0.0%
647.301	Complimentary Meals / Tastings	-	-	2,549	5	-	636	646	10	1.6%
647.400	Travel & Training	-	1,309	466	1,692	1,811	1,079	1,099	20	1.9%
648.000	Equipment Expense	-	-	1,515	-	-	-	-	-	0.0%
648.001	Smallwares	-	-	19,639	16,266	11,030	19,617	19,880	263	1.3%
648.002	Equipment - SWF	-	-	1,404	28	-	80	-	(80)	-100.0%
648.003	Equipment - Non Fair	-	-	76	13,263	12,571	301	316	15	5.0%
648.004	Equipment - Replacement	-	-	6,371	8,691	12,302	2,264	2,350	86	3.8%
648.005	Equipment - Repairs & Maintenance	-	-	9,524	19,248	20,948	21,257	21,937	680	3.2%
649.000	Miscellaneous Expenses	-	-	-	2,546	2,833	1,666	1,716	50	3.0%
649.001	Cash over/short	-	-	(278)	(2,769)	-	-	-	-	0.0%
<b>Total Supplies &amp; Services</b>		-	<b>3,638</b>	<b>278,504</b>	<b>406,876</b>	<b>365,838</b>	<b>338,752</b>	<b>346,839</b>	<b>8,087</b>	<b>2.4%</b>
<b>Total Expenses</b>		-	<b>9,606</b>	<b>1,094,744</b>	<b>1,613,768</b>	<b>1,537,003</b>	<b>1,493,272</b>	<b>1,457,511</b>	<b>(35,761)</b>	<b>-2.4%</b>
<b>Departmental Profit (Loss)</b>		-	<b>(9,606)</b>	<b>407,508</b>	<b>80,159</b>	<b>134,987</b>	<b>397,529</b>	<b>479,947</b>	<b>82,417</b>	<b>20.7%</b>
<b>Departmental Margin</b>		<b>0.0%</b>	<b>0.0%</b>	<b>17.6%</b>	<b>3.2%</b>	<b>5.4%</b>	<b>15.3%</b>	<b>18.7%</b>	<b>3.4%</b>	<b>0.2%</b>
<b>Statistics</b>										
Food Cost-Catering		0.0%	0.0%	0.0%	48.4%	42.9%	26.2%	29.0%	2.8%	0.1%
Food Cost-Concessions Events		0.0%	0.0%	0.0%	68.5%	59.0%	43.5%	39.0%	-4.5%	-0.1%
Food Cost-Jockey Club-Concessions		0.0%	0.0%	0.0%	49.5%	65.9%	42.9%	38.0%	-4.9%	-0.1%
Food Cost-Jockey Club-Restaurant		0.0%	0.0%	227.2%	70.1%	22.8%	73.1%	38.0%	-35.1%	-0.5%
Coffee Shop/Starbucks		0.0%	0.0%	0.0%	0.0%	0.0%	19.0%	35.0%	16.0%	0.8%
<b>Overall Food Cost of Sales %</b>		<b>0.0%</b>	<b>0.0%</b>	<b>50.7%</b>	<b>56.3%</b>	<b>50.8%</b>	<b>37.0%</b>	<b>34.3%</b>	<b>-2.7%</b>	<b>-0.1%</b>
Beverage Cost-Catering		0.0%	0.0%	0.0%	29.3%	35.2%	34.4%	24.3%	-10.2%	-0.3%
Beverage Cost-Concessions Events		0.0%	0.0%	24.2%	24.5%	24.7%	27.1%	22.7%	-4.4%	-0.2%
Beverage Cost-Jockey Club-Concessions		0.0%	0.0%	0.0%	20.2%	25.5%	19.1%	21.2%	2.0%	0.1%
Beverage Cost-Jockey Club-Restaurant		0.0%	0.0%	16.4%	18.4%	25.5%	16.9%	23.2%	6.3%	0.4%
<b>Overall Beverage Cost of Sales%</b>		<b>0.0%</b>	<b>0.0%</b>	<b>26.0%</b>	<b>24.7%</b>	<b>27.3%</b>	<b>26.8%</b>	<b>22.8%</b>	<b>-4.0%</b>	<b>-0.1%</b>
<b>Labor %</b>		<b>0.0%</b>	<b>0.0%</b>	<b>54.3%</b>	<b>71.2%</b>	<b>70.0%</b>	<b>61.1%</b>	<b>57.3%</b>	<b>-3.7%</b>	<b>-0.1%</b>



San Mateo County Event Center  
2017 Annual Forecast and Capital Budget



Jockey Club

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Revenues</b>										
459.010	General Admissions	587,495	564,620	516,251	487,905	506,000	448,440	452,808	4,368	1.0%
459.011	Upgraded Admissions	129,082	113,441	91,081	103,494	107,700	89,953	91,292	1,339	1.5%
459.020	Track Commissions	1,292,854	1,338,851	1,217,848	1,154,379	1,177,089	1,210,722	1,190,107	(20,615)	-1.7%
459.021	ADW Fees	583,226	533,334	673,733	740,700	653,022	785,598	784,000	(1,598)	-0.2%
459.030	Program Sales	15,865	14,591	11,766	10,743	10,106	8,601	8,801	200	2.3%
459.031	Racing Digest Sales	5,259	3,528	3,168	3,059	3,085	2,441	2,509	68	2.8%
459.032	Triangle Turf Sales	1,688	3,204	2,384	3,076	2,659	2,155	2,180	25	1.2%
459.033	Jack's Card Sales	2,947	-	-	-	-	-	-	-	0.0%
459.034	Daily Racing Forms	281,334	284,665	286,194	295,011	302,291	280,596	285,326	4,729	1.7%
459.035	Foreign Supplement	1,682	2,436	2,543	1,937	2,017	2,079	2,139	60	2.9%
459.036	Night Lines	32,007	32,706	27,021	27,638	24,757	21,991	22,244	253	1.1%
459.040	Concessions	49,458	46,460	1,550	-	-	-	-	-	0.0%
459.060	Novelties and Souvenirs	725	691	688	560	598	544	555	11	2.0%
459.070	Comcheck/ATM	42,084	44,186	41,378	37,698	36,711	34,981	35,554	573	1.6%
459.071	Lottery	78,600	79,467	89,567	104,371	97,971	105,920	106,520	600	0.6%
459.090	Other Income	100	-	(7)	-	-	-	-	-	0.0%
<b>Total Income</b>		<b>3,104,407</b>	<b>3,062,178</b>	<b>2,965,163</b>	<b>2,970,571</b>	<b>2,924,006</b>	<b>2,994,020</b>	<b>2,984,033</b>	<b>(9,987)</b>	<b>-0.3%</b>
<b>Payroll &amp; Related</b>										
659.100	Salaries & Wages - Manager	82,680	83,260	85,398	86,206	88,092	89,275	95,328	6,053	6.8%
659.101	Salaries & Wages - Assistant Managers	59,838	53,297	63,809	61,093	64,105	57,944	55,727	(2,216)	-3.8%
659.102	Salaries & Wages - Admissions - FT (Teamsters)	153,836	158,741	136,193	163,595	137,502	169,557	123,055	(46,502)	-27.4%
659.103	Salaries & Wages - Admissions - PT (Teamsters)	32,579	26,321	40,603	23,850	36,958	69	72,580	72,511	105317.3%
659.104	Salaries & Wages - Janitors - FT	135,205	135,080	133,218	134,723	116,664	194,595	170,057	(24,538)	-12.6%
659.105	Salaries & Wages - Janitors - PT	67,221	77,423	70,386	70,079	36,946	-	36,729	36,729	100.0%
659.106	Salaries & Wages - Security - FT	74,967	73,377	70,765	76,899	76,362	89,475	81,463	(8,011)	-9.0%
659.107	Salaries & Wages - Security - PT	22,478	24,812	19,508	16,674	21,956	-	18,329	18,329	100.0%
659.108	Salaries & Wages-Assistant Managers-Overtime	-	-	-	206	1,500	1,973	1,500	(473)	-24.0%
659.109	Salaries & Wages -Admissions-Overtime	-	-	-	714	1,500	4,426	1,500	(2,926)	-66.1%
659.110	Salaries & Wages-Janitors-Overtime	-	-	-	2,351	900	7,889	1,000	(6,889)	-87.3%
659.111	Salaries & Wages-Security-Overtime	-	-	-	2,158	900	8,887	1,000	(7,887)	-88.7%
659.150	Benefits	133,428	131,480	150,685	168,810	136,032	156,201	142,018	(14,183)	-9.1%
659.151	Benefits - Pension	30,542	29,317	30,548	26,106	31,314	25,891	27,899	2,008	7.8%
659.200	Payroll Taxes	45,457	48,133	48,978	48,840	44,382	48,924	50,358	1,434	2.9%
659.300	Workers Compensation	33,490	32,713	26,142	40,393	40,872	31,620	32,698	1,077	3.4%
659.301	Payroll Outside Agency	-	-	-	-	-	-	-	-	0.0%
<b>Total Payroll &amp; Related</b>		<b>871,721</b>	<b>873,955</b>	<b>876,232</b>	<b>922,696</b>	<b>835,985</b>	<b>886,726</b>	<b>911,241</b>	<b>24,515</b>	<b>2.8%</b>



San Mateo County Event Center  
2017 Annual Forecast and Capital Budget



Jockey Club

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Supplies &amp; Services</b>										
659.400	Travel, Training & Entertainment	328	-	563	199	199	-	-	-	0.0%
659.500	Employee Meals	-	-	-	-	-	-	-	-	0.0%
659.600	Professional Fees-Legal	51,499	51,768	48,597	4,000	48,000	48,000	-	(48,000)	-100.0%
659.601	Professional Fees-Other	-	-	-	8,523	3,970	9,433	9,633	200	2.1%
659.602	Printing and Stationery	-	-	-	167	317	150	150	-	0.0%
659.603	Equipment Rentals	-	-	-	10,853	10,334	5,594	5,701	107	1.9%
659.604	Telephone	-	-	-	129	236	150	150	-	0.0%
659.605	Internet	-	-	-	3,951	3,802	4,231	4,306	75	1.8%
659.606	Postage	-	-	-	70	105	110	115	5	4.6%
659.607	Dues and Subscriptions	-	-	-	5,579	5,629	121	121	-	0.0%
659.800	Office Supplies	75,034	67,483	59,853	26,721	27,723	23,717	23,807	90	0.4%
659.801	Programs, Racing Forms & Concessions	285,298	277,552	317,086	279,875	288,977	268,276	265,179	(3,097)	-1.2%
659.802	Lottery	72,517	72,996	80,558	92,916	90,832	99,847	100,247	400	0.4%
659.803	Utilities	30,000	30,000	30,000	30,000	30,000	33,600	34,000	400	1.2%
659.804	Miscellaneous	-	-	-	9,069	9,152	2,056	2,356	300	14.6%
659.805	CHRB/CARF/Impact Fees	17,045	21,590	21,590	16,193	-	2,919	3,019	100	3.4%
659.900	Construction Debt Repayment	10,137	1,029	-	-	-	-	-	-	0.0%
659.901	Uniforms	-	-	-	-	-	73	200	127	175.1%
659.902	Cash over/short	-	-	-	-	-	-	-	-	0.0%
659.903	Repairs	22,473	3,355	2,522	16,370	10,107	16,956	17,456	500	2.9%
<b>Total Supplies &amp; Services</b>		<b>564,332</b>	<b>525,774</b>	<b>560,769</b>	<b>504,614</b>	<b>529,383</b>	<b>515,232</b>	<b>466,439</b>	<b>(48,793)</b>	<b>-9.5%</b>
<b>Promotion &amp; Advertising</b>										
659.700	Publicity & Marketing Other	42,467	47,442	40,305	6,946	9,445	4,222	4,327	105	2.5%
659.701	Print Media	-	-	-	11,895	20,466	12,708	13,050	342	2.7%
659.702	TV and Radio	-	-	-	27,899	20,708	25,216	25,505	289	1.1%
659.703	Web Advertising	-	-	-	-	-	-	-	-	0.0%
<b>Total Promotion &amp; Advertising</b>		<b>42,467</b>	<b>47,442</b>	<b>40,305</b>	<b>46,741</b>	<b>50,619</b>	<b>42,147</b>	<b>42,883</b>	<b>736</b>	<b>1.7%</b>
<b>Special Projects</b>										
659.904	Special Projects	-	-	-	17,598	90,000	3,000	3,500	500	16.7%
<b>Total Special Projects</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>17,598</b>	<b>90,000</b>	<b>3,000</b>	<b>3,500</b>	<b>500</b>	<b>16.7%</b>
<b>Total Departmental Expenses</b>		<b>1,478,521</b>	<b>1,447,170</b>	<b>1,477,306</b>	<b>1,491,648</b>	<b>1,505,987</b>	<b>1,447,104</b>	<b>1,424,063</b>	<b>(23,041)</b>	<b>-1.6%</b>
<b>Departmental Profit (Loss)</b>		<b>1,625,886</b>	<b>1,615,008</b>	<b>1,487,857</b>	<b>1,478,922</b>	<b>1,418,019</b>	<b>1,546,916</b>	<b>1,559,970</b>	<b>13,054</b>	<b>0.8%</b>
<b>Departmental Margin</b>		<b>52.4%</b>	<b>52.7%</b>	<b>50.2%</b>	<b>49.8%</b>	<b>48.5%</b>	<b>51.7%</b>	<b>52.3%</b>	<b>-130.7%</b>	<b>-2.5%</b>
<b>Handle</b>		<b>\$62,823,132</b>	<b>\$62,774,267</b>	<b>\$58,322,129</b>	<b>\$55,674,746</b>	<b>\$54,882,940</b>	<b>\$55,011,566</b>	<b>\$53,000,000</b>	<b>(\$2,011,566)</b>	<b>-3.7%</b>
<b>Attendance</b>		<b>152,920</b>	<b>145,428</b>	<b>132,087</b>	<b>122,070</b>	<b>118,988</b>	<b>113,826</b>	<b>108,175</b>	<b>(5,651)</b>	<b>-5.0%</b>
<b>Handle Per Person</b>		<b>\$410.82</b>	<b>\$431.65</b>	<b>\$441.54</b>	<b>\$456.09</b>	<b>\$461.25</b>	<b>\$483.30</b>	<b>\$489.95</b>	<b>\$6.65</b>	<b>1.4%</b>



San Mateo County Event Center  
2017 Annual Forecast and Capital Budget



**Fair Consolidated Summary**

Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
	2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Revenues</b>									
Admissions	563,420	699,041	718,440	779,570	927,848	810,583	845,825	35,242	4.3%
Commercial Space Rentals	155,302	186,089	186,327	182,588	191,999	123,173	144,218	21,046	17.1%
Concessions	383,200	496,572	440,824	528,596	555,000	495,653	568,669	73,016	14.7%
Exhibits	47,350	53,541	87,114	55,047	57,000	55,335	60,235	4,900	8.9%
Fair Events (Self promoted)	-	-	10,360	-	-	-	-	-	0.0%
Miscellaneous	374,037	437,466	487,060	427,872	453,152	421,285	467,230	45,945	10.9%
<b>Total Fair Revenues</b>	<b>1,523,309</b>	<b>1,872,709</b>	<b>1,930,125</b>	<b>1,973,673</b>	<b>2,184,999</b>	<b>1,906,029</b>	<b>2,086,178</b>	<b>180,150</b>	<b>9.5%</b>
<b>Operating Expenses</b>									
<b>Payroll &amp; Related</b>									
Administration and Marketing	8,893	13,294	11,319	173,591	177,779	175,382	224,731	49,349	28.1%
Fair Events (Self Promoted)	-	-	588	-	-	-	-	-	0.0%
Attendance Operations - Fair	108,159	127,935	124,519	55,983	58,000	47,795	49,861	2,067	4.3%
Miscellaneous Fair Expense	15,231	15,889	14,663	12,791	23,000	24,083	24,200	117	0.5%
Exhibits Expense	182,405	185,517	185,954	67,943	121,000	81,373	83,217	1,844	2.3%
Fair Entertainment Expense	28,341	31,414	22,348	28,496	29,000	22,954	23,614	660	2.9%
<b>Total Payroll and Related</b>	<b>343,029</b>	<b>374,049</b>	<b>359,391</b>	<b>338,805</b>	<b>408,779</b>	<b>351,587</b>	<b>405,624</b>	<b>54,037</b>	<b>15.4%</b>
<b>Supplies &amp; Services</b>									
Administration and Marketing	79,436	117,868	109,598	102,266	163,000	102,213	104,213	2,000	2.0%
Fair Events (Self Promoted)	-	-	53,689	269	-	-	-	-	0.0%
Attendance Operations - Fair	221,221	234,947	246,428	244,653	257,000	288,672	290,751	2,079	0.7%
Miscellaneous Fair Expense	84,972	72,893	80,321	84,251	87,000	118,299	119,904	1,605	1.4%
Premium (Cash Awards/Prizes) Expense	60,579	56,776	67,088	58,784	58,000	55,848	57,000	1,152	2.1%
Exhibits Expense	126,166	149,720	162,527	157,950	142,001	167,161	176,393	9,232	5.5%
Fair Entertainment Expense	496,874	523,582	522,646	517,180	535,996	560,060	566,037	5,976	1.1%
<b>Total Supplies and Services</b>	<b>1,069,248</b>	<b>1,155,786</b>	<b>1,242,297</b>	<b>1,165,352</b>	<b>1,242,997</b>	<b>1,292,254</b>	<b>1,314,298</b>	<b>22,044</b>	<b>1.7%</b>
<b>Promotion &amp; Advertising</b>									
Administration and Marketing	260,422	299,100	294,850	295,626	337,223	307,857	322,349	14,492	4.7%
<b>Total Promotion &amp; Advertising</b>	<b>260,422</b>	<b>299,100</b>	<b>294,850</b>	<b>295,626</b>	<b>337,223</b>	<b>307,857</b>	<b>322,349</b>	<b>14,492</b>	<b>4.7%</b>
<b>Total Fair Expenses</b>	<b>1,672,699</b>	<b>1,828,935</b>	<b>1,896,538</b>	<b>1,799,783</b>	<b>1,988,999</b>	<b>1,951,698</b>	<b>2,042,271</b>	<b>90,573</b>	<b>4.6%</b>
<b>Departmental Profit (Loss)</b>	<b>(149,390)</b>	<b>43,774</b>	<b>33,587</b>	<b>173,890</b>	<b>196,000</b>	<b>(45,670)</b>	<b>43,907</b>	<b>89,577</b>	<b>-196.1%</b>
<b>Margin %</b>	<b>-9.8%</b>	<b>2.3%</b>	<b>1.7%</b>	<b>8.8%</b>	<b>9.0%</b>	<b>-2.4%</b>	<b>2.1%</b>	<b>4.5%</b>	<b>-1.9%</b>
<b>Attendance</b>	<b>110,079</b>	<b>124,976</b>	<b>133,588</b>	<b>128,000</b>	<b>130,000</b>	<b>120,646</b>	<b>125,000</b>	<b>4,354</b>	<b>3.6%</b>



San Mateo County Event Center  
2017 Annual Forecast and Capital Budget



Fair

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Fair-Revenues</b>										
<b>Fair-Admissions Revenue</b>										
410.001	Regular Fair Admission	494,681	633,703	575,531	625,719	750,920	632,860	660,000	27,140	4.3%
410.002	Advance Admission Sales	32,925	32,874	46,372	41,864	48,144	88,454	91,418	2,964	3.4%
410.003	Discount Admission Sales	-	-	60,632	72,458	83,326	57,629	59,358	1,729	3.0%
410.004	Participant Tickets	3,796	3,672	3,455	195	224	1,010	3,500	2,490	246.5%
410.005	Concert Admissions	32,018	28,792	32,450	39,334	45,234	30,630	31,549	919	3.0%
410.006	Picnics/Parties	-	-	-	-	-	-	-	-	0.0%
	<b>Subtotal</b>	<b>563,420</b>	<b>699,041</b>	<b>718,440</b>	<b>779,570</b>	<b>927,848</b>	<b>810,583</b>	<b>845,825</b>	<b>35,242</b>	<b>4.3%</b>
<b>Fair-Commercial Space Rentals Revenue</b>										
415.001	Inside Space Rental	109,995	142,925	143,308	140,319	147,880	79,688	96,395	16,707	21.0%
415.002	Outside Space Rental	43,608	41,164	41,619	40,319	42,072	41,465	45,743	4,278	10.3%
415.003	Special Days Booth Rental	1,700	2,000	1,400	1,950	2,047	2,020	2,080	60	3.0%
	<b>Subtotal</b>	<b>155,302</b>	<b>186,089</b>	<b>186,327</b>	<b>182,588</b>	<b>191,999</b>	<b>123,173</b>	<b>144,218</b>	<b>21,046</b>	<b>17.1%</b>
<b>Fair-Concession Revenue</b>										
421.001	Carnival Revenue	165,068	227,910	222,765	279,751	293,713	239,137	275,000	35,863	15.0%
421.002	Carnival - Pre Sale	17,616	19,768	19,668	25,866	27,159	21,765	27,500	5,736	26.4%
422.000	Food Concessions	148,092	182,306	198,392	222,979	234,128	234,752	266,169	31,418	13.4%
422.001	Concessions - Ovations	52,424	66,588	-	-	-	-	-	-	0.0%
423.000	Non Food Concessions	-	-	-	-	-	-	-	-	0.0%
	<b>Subtotal</b>	<b>383,200</b>	<b>496,572</b>	<b>440,824</b>	<b>528,596</b>	<b>555,000</b>	<b>495,653</b>	<b>568,669</b>	<b>73,016</b>	<b>14.7%</b>
<b>Fair-Exhibit Revenue</b>										
431.000	Entry Fees	24,130	28,729	32,838	38,098	39,203	34,515	35,550	1,035	3.0%
431.001	Horse Show Entries	-	295	-	-	-	639	657	18	2.8%
431.002	Horse Show Lab Testing Fees	-	-	-	-	-	-	-	-	0.0%
432.000	Sponsored & Donated Awards	10,891	10,787	12,925	12,259	12,872	13,236	13,834	598	4.5%
433.000	Exhibit Guide Revenue	-	-	-	-	-	-	-	-	0.0%
434.000	Art Show Sales	5,695	10,079	7,375	152	160	5,915	6,100	185	3.1%
434.001	Literary Arts - Anthology Book Sales	820	550	714	330	346	40	150	110	275.0%
435.000	Entry Processing Fees	382	665	-	479	503	444	-	(444)	-100.0%
436.000	Livestock Bedding Fees	2,970	-	-	50	52	-	-	-	0.0%
436.001	Livestock Insurance	2,399	2,384	2,170	3,555	3,733	402	3,800	3,398	845.3%
437.000	Lock Sales - Livestock	64	52	168	125	131	144	144	-	0.0%
438.000	SNAP-ED Grant	-	-	30,924	-	-	-	-	-	0.0%
	<b>Subtotal</b>	<b>47,350</b>	<b>53,541</b>	<b>87,114</b>	<b>55,047</b>	<b>57,000</b>	<b>55,335</b>	<b>60,235</b>	<b>4,900</b>	<b>8.9%</b>



San Mateo County Event Center  
2017 Annual Forecast and Capital Budget



*Fair*

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Fair-Non Fair Events (Self Promoted)</b>										
461.000	Admissions	-	-	10,213	-	-	-	-	-	0.0%
462.000	Booth Space	-	-	45	-	-	-	-	-	0.0%
463.000	Concessions	-	-	-	-	-	-	-	-	0.0%
464.000	Parking	-	-	-	-	-	-	-	-	0.0%
465.000	Sponsors/Donations	-	-	-	-	-	-	-	-	0.0%
466.000	Other	-	-	102	-	-	-	-	-	0.0%
	<b>Subtotal</b>	-	-	<b>10,360</b>	-	-	-	-	-	<b>0.0%</b>
<b>Fair-Miscellaneous Fair Revenue</b>										
471.000	Parking	177,235	209,750	225,430	215,115	228,486	210,919	237,000	26,081	12.4%
471.001	Participant Parking	-	20	-	-	-	-	-	-	0.0%
472.000	Fair Program Revenue	-	-	-	-	-	-	-	-	0.0%
473.000	Utility Fee Reimbursement	5,200	5,050	4,915	4,965	5,213	4,515	4,540	25	0.6%
473.001	Health Department Permits - Fair	3,038	3,234	3,852	8,667	9,100	3,420	3,670	250	7.3%
473.002	CFSA Insurance - Fair	707	3,054	3,865	2,869	2,949	1,485	1,580	95	6.4%
477.000	RV Parking/Camping	14,675	15,350	15,245	14,950	15,698	8,675	9,200	525	6.1%
478.000	Other - Ticket Fees	13,182	15,014	11,702	(1,292)	-	3,531	3,531	-	0.0%
478.001	Merchandise Program	-	5,064	3,413	22	-	-	-	-	0.0%
479.000	Sponsorships	160,000	180,930	218,638	182,576	191,706	188,740	207,709	18,969	10.1%
	<b>Subtotal</b>	<b>374,037</b>	<b>437,466</b>	<b>487,060</b>	<b>427,872</b>	<b>453,152</b>	<b>421,285</b>	<b>467,230</b>	<b>45,945</b>	<b>10.9%</b>
	<b>Total Fair Revenues</b>	<b>1,523,309</b>	<b>1,872,709</b>	<b>1,930,125</b>	<b>1,973,673</b>	<b>2,184,999</b>	<b>1,906,029</b>	<b>2,086,178</b>	<b>180,150</b>	<b>9.5%</b>



San Mateo County Event Center  
2017 Annual Forecast and Capital Budget



Fair

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Fair-Administration and Marketing</b>										
<b>Payroll &amp; Related</b>										
541.000	Salaries & Wages - Permanent	-	-	-	86,871	153,958	76,908	71,250	(5,658)	-7.4%
541.001	Salaries & Wages - Temporary	7,617	11,796	10,105	50,202	-	51,216	94,130	42,914	83.8%
541.002	Salaries & Wages - Overtime	-	-	-	315	-	4,610	5,000	390	8.5%
541.100	Employee Benefits	-	-	-	-	-	-	-	-	0.0%
541.101	Benefits - Pension	-	-	-	8,376	2,404	3,207	6,523	3,316	103.4%
541.102	Benefits - Other	-	-	-	10,906	1,349	21,543	32,014	10,471	48.6%
541.200	Payroll Taxes	865	879	815	10,135	11,896	10,861	13,034	2,173	20.0%
541.300	Workers Comp Insurance	412	619	399	6,785	8,172	7,036	2,779	(4,257)	-60.5%
<b>Total Publicity and Marketing</b>		<b>8,893</b>	<b>13,294</b>	<b>11,319</b>	<b>173,591</b>	<b>177,779</b>	<b>175,382</b>	<b>224,731</b>	<b>49,349</b>	<b>28.1%</b>
<b>Supplies and Services</b>										
542.000	Professional Services	-	-	3,390	-	-	3,850	3,850	-	0.0%
542.001	Pro Services - Fair	76,562	115,645	95,710	95,530	147,984	94,188	96,188	2,000	2.1%
542.002	Pro Services - Non Fair	-	-	-	788	8,394	699	699	-	0.0%
543.000	Supplies & Expense	2,874	2,223	10,498	5,948	6,622	3,476	3,476	-	0.0%
547.002	Coloring / Autograph Book	-	-	-	-	-	-	-	-	0.0%
<b>Total Supplies and Services</b>		<b>79,436</b>	<b>117,868</b>	<b>109,598</b>	<b>102,266</b>	<b>163,000</b>	<b>102,213</b>	<b>104,213</b>	<b>2,000</b>	<b>2.0%</b>
<b>Advertising and Promotions</b>										
544.000	Advertising	-	-	-	100	-	-	-	-	0.0%
544.001	Ads - Fair - TV	79,912	53,045	28,457	60,440	77,426	57,638	60,132	2,494	4.3%
544.002	Ads - Fair - Radio	44,512	61,948	70,875	62,276	78,941	63,350	63,431	82	0.1%
544.003	Ads - Fair - Print (inc newspapers)	21,204	40,350	32,548	32,674	34,397	29,012	29,755	743	2.6%
544.004	Ads - Fair - On Line	4,850	4,765	17,736	19,736	20,582	13,150	13,200	50	0.4%
544.005	Ads - Fair - Static (Billboards)	38,022	48,108	56,524	64,900	69,443	60,672	62,000	1,328	2.2%
544.006	Ads - Fair - Other	1,000	1,739	1,791	970	1,038	4,835	5,000	165	3.4%
544.500	Advertising - Rental	75	-	-	-	-	351	-	(351)	-100.0%
545.000	Promotional Expense	-	46	1,798	-	-	250	265	15	6.0%
545.001	Promo - Lunches	192	165	40	4,257	4,556	7,462	7,500	38	0.5%
545.002	Promo - Other - Fair	807	125	62	1,015	633	1,200	1,250	50	4.2%
545.500	Promo - Rental	-	-	-	-	-	-	-	-	0.0%
546.000	Public Relations Expense	3,581	10,792	13,993	3,467	3,643	30,039	31,000	962	3.2%
546.001	Holiday Party	7,305	8,310	10,555	-	-	-	-	-	0.0%
547.000	Pre Fair Events	163	1,020	797	326	-	-	-	-	0.0%
547.001	Kick Off Party	16,235	17,289	15,342	22,607	24,189	9,984	18,000	8,016	80.3%
547.003	Promotional Booths	997	1,207	-	-	-	-	-	-	0.0%
547.004	"Swag" Giveaways	-	95	471	-	-	1,799	2,200	401	22.3%
548.000	Sponsorship Expense	51,567	60,098	51,185	32,857	32,375	38,116	38,616	500	1.3%
548.001	Sponsor Expense - Expo Center	-	-	2,673	-	-	-	-	-	0.0%
549.000	Credit for Promotional Expense	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	-	0.0%
<b>Total Advertising and Promotions</b>		<b>260,422</b>	<b>299,100</b>	<b>294,850</b>	<b>295,626</b>	<b>337,223</b>	<b>307,857</b>	<b>322,349</b>	<b>14,492</b>	<b>4.7%</b>
<b>Total Fair-Administration and Marketing</b>		<b>348,751</b>	<b>430,262</b>	<b>415,766</b>	<b>571,482</b>	<b>678,002</b>	<b>585,453</b>	<b>651,293</b>	<b>65,841</b>	<b>11.2%</b>





San Mateo County Event Center  
2017 Annual Forecast and Capital Budget



*Fair*

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Fair-Events Expenses (Self Promoted)</b>										
<b>Payroll and Related</b>										
551.000	Salaries & Wages	-	-	551	-	-	-	-	-	0.0%
551.100	Employee Benefits	-	-	-	-	-	-	-	-	0.0%
551.200	Payroll Taxes	-	-	42	-	-	-	-	-	0.0%
551.300	Workers Compensation Insurance	-	-	(5)	-	-	-	-	-	0.0%
<b>Total Payroll and Related</b>		-	-	<b>588</b>	-	-	-	-	-	<b>0.0%</b>
<b>Supplies and Services</b>										
552.000	Supplies & Expense	-	-	50,939	269	-	-	-	-	0.0%
553.000	Entertainment	-	-	2,750	-	-	-	-	-	0.0%
554.000	Miscellaneous	-	-	-	-	-	-	-	-	0.0%
<b>Total Supplies and Services</b>		-	-	<b>53,689</b>	<b>269</b>	-	-	-	-	<b>0.0%</b>
<b>Total Fair-Events Expenses (Self Promoted)</b>		-	-	<b>54,277</b>	<b>269</b>	-	-	-	-	<b>0.0%</b>



San Mateo County Event Center  
2017 Annual Forecast and Capital Budget



Fair

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Fair-Attendance Expenses</b>										
<b>Payroll and Related</b>										
561.000	Salaries & Wages - Permanent	45,425	46,867	49,247	6,772	6,975	-	-	-	0.0%
561.001	Salaries & Wages - Temp - Admissions	16,640	27,986	22,811	17,597	18,125	17,143	18,000	857	5.0%
561.002	Salaries & Wages - Temp - Janitorial	17,224	18,809	18,217	19,498	20,083	20,578	21,000	422	2.1%
561.003	Salaries & Wages - Temp - Guest Services	3,826	5,523	3,714	5,823	5,998	3,148	3,500	352	11.2%
561.004	Salaries & Wages - Temp - Receptionists	5,874	6,826	6,017	334	346	956	1,000	44	4.6%
561.005	Salaries & Wages - Temp - Other Fair	-	1,790	4,454	993	1,023	2,709	2,800	91	3.4%
561.100	Employee Benefits	267	188	87	-	-	-	-	-	0.0%
561.101	Benefits - Pension	2,271	2,334	2,513	350	360	-	-	-	0.0%
561.102	Benefits - Other	5,866	4,417	5,212	882	908	-	-	-	0.0%
561.200	Payroll Taxes	6,323	7,864	8,038	1,992	2,052	3,261	3,561	300	9.2%
561.300	Workers Compensation Insurance	4,443	5,330	4,210	1,741	2,130	-	-	-	0.0%
<b>Total Payroll and Related</b>		<b>108,159</b>	<b>127,935</b>	<b>124,519</b>	<b>55,983</b>	<b>58,000</b>	<b>47,795</b>	<b>49,861</b>	<b>2,067</b>	<b>4.3%</b>
<b>Supplies and Services</b>										
562.000	Professional Services - Contracts	141,505	147,984	172,049	175,575	186,251	192,184	192,184	-	0.0%
563.000	Supplies & Expense	97	322	-	-	-	-	-	-	0.0%
563.001	Tickets	19,864	29,862	23,235	14,730	15,171	33,638	34,622	985	2.9%
563.002	Hand washing Stations	-	-	-	-	-	297	300	3	1.2%
563.003	Badges	7,971	4,633	4,790	-	-	2,533	2,600	67	2.6%
563.004	Signs	3,942	3,989	4,581	1,280	1,104	2,610	2,625	15	0.6%
563.005	Equipment Rental	21,344	16,264	19,754	24,317	25,047	13,953	14,000	47	0.3%
563.006	Fencing	-	7,781	9,388	-	-	7,711	7,800	90	1.2%
563.007	Lodging	-	-	122	5,573	5,615	966	1,000	34	3.5%
563.008	Meals - Catering	3,354	2,596	1,474	522	538	33	-	(33)	-100.0%
563.009	Clothing - Uniforms	11,646	15,101	7,273	11,633	11,982	7,487	7,613	125	1.7%
563.010	Office Supplies/Equipment	1,961	3,643	2,272	2,136	2,076	1,088	1,133	45	4.2%
563.011	Printing	177	815	211	8,222	8,469	10,477	10,700	223	2.1%
563.012	Junior Fair board	196	13	119	96	252	195	195	-	0.0%
563.013	Guest Services Expenses	-	1,384	28	175	180	348	350	2	0.6%
564.000	Other	492	562	999	326	245	8,597	8,630	32	0.4%
565.000	Parties/Picnics for Public	-	-	-	-	-	-	-	-	0.0%
566.000	General Fair Decorations	8,671	-	133	68	70	6,555	7,000	445	6.8%
<b>Total Supplies and Services</b>		<b>221,221</b>	<b>234,947</b>	<b>246,428</b>	<b>244,653</b>	<b>257,000</b>	<b>288,672</b>	<b>290,751</b>	<b>2,079</b>	<b>0.7%</b>
<b>Total Fair-Attendance Operations</b>		<b>329,380</b>	<b>362,881</b>	<b>370,947</b>	<b>300,636</b>	<b>315,000</b>	<b>336,466</b>	<b>340,612</b>	<b>4,145</b>	<b>1.2%</b>



San Mateo County Event Center  
2017 Annual Forecast and Capital Budget



*Fair*

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Fair-Miscellaneous Expenses</b>										
<b>Payroll and Related</b>										
571.000	Parking Lot - Salaries & Wages	15,231	15,889	14,663	12,791	21,000	21,356	21,500	144	0.7%
571.100	Benefits	-	-	-	-	-	-	-	-	0.0%
571.200	Payroll Taxes	-	-	-	-	2,000	2,727	2,700	(27)	-1.0%
571.300	Workers Compensation Insurance	-	-	-	-	-	-	-	-	0.0%
<b>Total Payroll and Related</b>		<b>15,231</b>	<b>15,889</b>	<b>14,663</b>	<b>12,791</b>	<b>23,000</b>	<b>24,083</b>	<b>24,200</b>	<b>117</b>	<b>0.5%</b>
<b>Supplies and Services</b>										
572.000	Program Expense	12,194	7,358	7,619	-	-	7,259	7,500	241	3.3%
573.000	Utility Fees	42,028	28,782	30,000	30,316	31,225	33,946	34,000	54	0.2%
574.000	Taxes, WC, Benefits	2,175	2,632	2,217	1,827	1,881	-	-	-	0.0%
575.000	Travel - Fair Specific	-	1,198	776	1,236	1,273	668	668	-	0.0%
576.000	Fair Store Expense	-	-	2,221	-	222	-	-	-	0.0%
577.000	Parking Expenses other than Salaries	-	-	-	-	-	856	875	19	2.3%
578.000	Permits & Insurance	5,424	7,739	7,151	8,468	8,722	17,277	17,861	584	3.4%
579.000	Commercial & Concession Expense	278	1,224	3,914	-	-	-	-	-	0.0%
579.001	Tent & Booth Rental	14,000	13,854	14,087	25,443	26,206	32,496	33,000	504	1.6%
579.002	Wages - Commercial & Concessions	3,374	4,517	1,028	1,894	1,951	-	-	-	0.0%
579.003	Com & Concessions - Pro Services	5,500	5,590	11,310	15,068	15,520	25,796	26,000	204	0.8%
<b>Total Supplies and Services</b>		<b>84,972</b>	<b>72,893</b>	<b>80,321</b>	<b>84,251</b>	<b>87,000</b>	<b>118,299</b>	<b>119,904</b>	<b>1,605</b>	<b>1.4%</b>
<b>Total Miscellaneous Fair Expenses</b>		<b>100,203</b>	<b>88,782</b>	<b>94,984</b>	<b>97,042</b>	<b>110,000</b>	<b>142,382</b>	<b>144,104</b>	<b>1,723</b>	<b>1.2%</b>



San Mateo County Event Center  
2017 Annual Forecast and Capital Budget



*Fair*

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Fair-Premium (Cash Awards &amp; Prizes)</b>										
<b>Supplies and Services</b>										
581.000	Cash Awards	51,303	50,090	55,091	52,226	51,092	50,004	51,000	996	2.0%
582.000	Trophies, medals and ribbons	6,661	4,624	11,622	6,215	6,551	5,844	6,000	156	2.7%
582.001	Ribbons/Trophies - Horse Show	906	632	375	293	305	-	-	-	0.0%
583.000	Sponsored Cash Awards	-	-	-	50	52	-	-	-	0.0%
584.000	Sponsored Trophies, medals and ribbons	1,709	1,430	-	-	-	-	-	-	0.0%
584.001	Sponsored - Horse Show	-	-	-	-	-	-	-	-	0.0%
585.000	Other	-	-	-	-	-	-	-	-	0.0%
<b>Total Fair-Premium Expenses</b>		<b>60,579</b>	<b>56,776</b>	<b>67,088</b>	<b>58,784</b>	<b>58,000</b>	<b>55,848</b>	<b>57,000</b>	<b>1,152</b>	<b>2.1%</b>

*Fair*

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Fair-Exhibits Expenses</b>										
<b>Payroll and Related</b>										
631.000	Wages - Permanent	77,355	79,009	83,207	11,426	-	-	-	-	0.0%
631.001	Wages - Temporary	-	-	-	2,981	49,000	21,356	22,558	1,202	5.6%
631.002	Wages - Agriculture	-	-	-	-	-	-	-	-	0.0%
631.003	Wages - Floral Arts	12,547	12,364	12,487	12,063	12,000	14,692	14,692	-	0.0%
631.004	Wages - Home Arts	8,230	8,522	9,007	8,780	10,000	10,098	10,098	-	0.0%
631.005	Wages - Culinary Arts	8,035	7,469	7,990	7,708	9,000	6,953	6,953	-	0.0%
631.006	Wages - Fine Arts	-	-	250	-	8,000	4,624	4,624	-	0.0%
631.007	Wages - Youth Exhibits	8,643	9,026	2,533	858	3,000	9,536	9,536	-	0.0%
631.008	Wages - Youth Livestock	4,261	4,625	2,309	3,884	2,500	2,430	2,430	-	0.0%
631.009	Wages - Professional Gardens	-	-	-	-	-	1,158	1,158	-	0.0%
631.010	Wages - Other Exhibits	-	-	423	-	-	1,170	1,170	-	0.0%
631.011	Wages - Entries	18,668	20,135	20,484	2,642	2,722	99	99	-	0.0%
631.012	Wages - Sustainable Living	1,681	1,530	2,145	2,880	2,000	60	60	-	0.0%
631.013	Wages - Horse Show	-	-	-	1,200	1,236	-	-	-	0.0%
631.014	Wages - Technology	-	-	915	2,170	10,000	1,395	1,395	-	0.0%
631.100	Employee Benefits	434	249	116	120	126	-	-	-	0.0%
631.101	Benefits - Pension	15,445	15,791	17,076	2,828	2,515	-	-	-	0.0%
631.102	Benefits - Other	9,163	8,459	9,973	1,292	1,357	-	-	-	0.0%
631.200	Payroll Taxes	10,668	10,896	11,221	5,365	5,646	5,663	5,720	57	1.0%
631.300	Workers Compensation	7,275	7,443	5,817	1,746	1,898	2,140	2,725	585	27.3%
<b>Total Exhibits</b>		<b>182,405</b>	<b>185,517</b>	<b>185,954</b>	<b>67,943</b>	<b>121,000</b>	<b>81,373</b>	<b>83,217</b>	<b>1,844</b>	<b>2.3%</b>
<b>Supplies and Services</b>										
632.000	Judges - Exhibits	-	-	-	-	-	-	-	-	0.0%
632.002	Judges - Agriculture	50	50	50	50	52	-	-	-	0.0%
632.003	Judges - Floral Arts	1,035	1,080	820	900	927	950	950	-	0.0%
632.004	Judges - Home Arts	1,145	1,540	1,520	1,385	1,427	1,500	1,600	100	6.7%
632.005	Judges - Culinary Arts	1,705	1,815	1,918	1,445	1,488	910	1,000	90	9.9%
632.006	Judges - Fine Arts	1,025	975	650	1,440	1,483	1,675	1,700	25	1.5%
632.007	Judges - Youth Exhibits	1,850	475	500	700	721	1,000	5,500	4,500	450.0%
632.008	Judges - Youth Livestock	4,106	4,502	4,361	4,006	4,126	5,299	5,299	-	0.0%
632.009	Judges - Gardens	50	50	-	-	-	50	50	-	0.0%
632.010	Judges - Other	-	1,300	-	-	-	-	-	-	0.0%
632.011	Judges - New Technology	150	-	-	-	-	100	100	-	0.0%
632.012	Judges - Sustainable Living	175	75	-	200	206	250	250	-	0.0%
632.013	Judges - Horse Show	635	309	457	350	361	350	350	-	0.0%
632.014	Judges - Piano Competition	-	-	1,200	1,200	1,236	950	1,000	50	5.3%
633.000	Professional Services	-	-	-	-	-	-	-	-	0.0%
633.001	Pro Services - Entries	-	-	-	-	-	-	-	-	0.0%
633.002	Pro Services - Agriculture	-	-	-	-	-	-	-	-	0.0%
633.003	Pro Services - Floral Arts	-	-	-	-	-	1,000	1,100	100	10.0%
633.004	Pro Services - Home Arts	-	-	150	-	-	-	-	-	0.0%

*Fair*

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
633.005	Pro Services - Culinary Arts	-	-	60	65	-	-	-	-	0.0%
633.006	Pro Services - Fine Arts	9,800	11,000	11,000	12,000	12,360	17,963	19,138	1,175	6.5%
633.007	Pro Services - Youth Exhibits	-	-	7,000	7,000	7,210	-	-	-	0.0%
633.008	Pro Services - Youth Livestock	9,029	8,600	6,950	7,301	7,520	16,187	16,514	327	2.0%
633.009	Pro Services - Sustainable Living	4,500	4,500	4,700	4,500	4,635	18,500	7,000	(11,500)	-62.2%
633.010	Pro Services - Set Up	-	-	-	-	-	-	-	-	0.0%
633.012	Pro Services - New Technology	7,600	7,500	7,500	7,500	7,725	900	13,500	12,600	1400.0%
633.013	Pro Services - Horse Show	400	1,600	2,051	38	-	1,200	1,200	-	0.0%
633.014	Pro Services - Piano Contest	600	600	650	650	670	650	650	-	0.0%
634.000	Supplies & Expense	-	648	(46)	-	-	-	-	-	0.0%
634.001	Sup & Exp - Entry Processing	7,528	4,940	4,718	2,242	2,309	1,044	1,100	56	5.4%
634.002	Sup & Exp - Agriculture	20	-	-	-	-	-	-	-	0.0%
634.003	Sup & Exp - Floral Arts	1,020	587	737	956	985	315	350	35	11.1%
634.004	Sup & Exp - Home Arts	467	-	387	596	612	538	550	12	2.3%
634.005	Sup & Exp - Culinary Arts	894	1,134	1,174	1,911	1,968	595	610	15	2.5%
634.006	Sup & Exp - Fine Arts	4,823	4,631	3,749	4,937	5,085	3,965	4,000	35	0.9%
634.007	Sup & Exp - Youth Exhibits	661	1,065	1,852	2,038	2,058	1,803	1,810	7	0.4%
634.008	Sup & Exp - Youth Livestock	14,263	14,955	5,549	31,978	32,656	18,608	18,822	213	1.1%
634.009	Sup & Exp - Gardens	-	-	-	-	-	136	150	14	10.3%
634.010	Sup & Exp - Other	1,259	1,508	1,416	1,171	1,031	588	588	-	0.0%
634.011	Sup & Exp - Special Contests	1,000	1,200	-	-	-	-	-	-	0.0%
634.012	Sup & Exp - Sustainable Living	432	216	108	102	106	241	249	8	3.3%
634.013	Sup & Exp - Horse Show	796	1,761	676	1,337	1,377	584	590	6	1.0%
634.014	Sup & Exp - Technology	381	549	52	-	-	2,123	2,156	33	1.5%
635.000	Tent & Booth Rental	29,068	27,694	45,053	32,513	13,058	37,315	38,000	685	1.8%
636.000	Decorations	847	2,756	(50)	14,000	14,420	-	-	-	0.0%
636.001	Fair Signs & Banners	-	-	-	578	940	24,034	24,518	484	2.0%
637.000	Exhibit Guidebook	9,071	6,171	7,377	6,079	6,262	-	-	-	0.0%
637.001	Coloring Contest Book	-	-	1,290	-	-	-	-	-	0.0%
638.000	Other	-	-	144	285	294	328	400	72	22.0%
638.001	Art Show - Payment to Seller	4,574	8,076	5,980	2,656	2,736	4,441	4,500	59	1.3%
638.002	SNAP-ED Program	-	-	27,118	24	24	-	-	-	0.0%
638.003	Investment in Durable Goods	5,207	25,858	3,705	3,818	3,933	1,068	1,100	32	3.0%
<b>Total Supplies and Services</b>		<b>126,166</b>	<b>149,720</b>	<b>162,527</b>	<b>157,950</b>	<b>142,001</b>	<b>167,161</b>	<b>176,393</b>	<b>9,232</b>	<b>5.5%</b>
<b>Total Fair-Exhibit Expenses</b>		<b>308,571</b>	<b>335,237</b>	<b>348,482</b>	<b>225,893</b>	<b>263,001</b>	<b>248,535</b>	<b>259,611</b>	<b>11,076</b>	<b>4.5%</b>



San Mateo County Event Center  
2017 Annual Forecast and Capital Budget



*Fair*

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Fair-Entertainment Expenses</b>										
<b>Payroll and Related</b>										
661.000	Salaries & Wages	15,609	18,390	13,434	17,073	17,585	16,004	16,468	464	2.9%
661.001	Costume Characters	1,784	1,981	1,613	1,928	1,985	336	350	14	4.2%
661.002	Fair Contests	3,762	2,419	832	2,268	2,336	-	-	-	0.0%
661.100	Benefits	4,360	5,481	4,307	5,460	5,273	5,284	5,350	66	1.3%
661.200	Payroll Taxes	1,603	1,855	1,330	1,768	1,821	1,331	1,446	115	8.6%
661.300	Workers Compensation Insurance	1,222	1,287	832	-	-	-	-	-	0.0%
<b>Total Payroll and Related</b>		<b>28,341</b>	<b>31,414</b>	<b>22,348</b>	<b>28,496</b>	<b>29,000</b>	<b>22,954</b>	<b>23,614</b>	<b>660</b>	<b>2.9%</b>
<b>Supplies and Services</b>										
662.000	Professional Services	42,125	63,615	70,500	76,362	67,651	57,000	57,325	325	0.6%
662.001	Sound	58,039	42,500	42,500	8,928	9,195	42,500	43,000	500	1.2%
662.002	Light	41,860	47,042	46,500	45,500	46,865	49,500	52,500	3,000	6.1%
663.000	Supplies & Expense	19,280	14,112	12,444	10,852	11,178	17,343	18,712	1,368	7.9%
665.000	Grounds Acts & Entertainment	148,545	166,143	161,733	191,461	200,000	171,913	172,500	587	0.3%
666.000	Grandstand Entertainment	187,025	189,000	188,969	183,000	200,000	220,895	221,000	105	0.0%
667.000	Other	-	1,170	-	1,078	1,107	909	1,000	91	10.0%
<b>Total Supplies and Services</b>		<b>496,874</b>	<b>523,582</b>	<b>522,646</b>	<b>517,180</b>	<b>535,996</b>	<b>560,060</b>	<b>566,037</b>	<b>5,976</b>	<b>1.1%</b>
<b>Total Fair-Entertainment Expenses</b>		<b>525,215</b>	<b>554,996</b>	<b>544,994</b>	<b>545,677</b>	<b>564,996</b>	<b>583,015</b>	<b>589,651</b>	<b>6,636</b>	<b>1.1%</b>



San Mateo County Event Center  
2017 Annual Forecast and Capital Budget

*Parking and RV*

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Revenues</b>										
492.001	Patron Parking	-	-	-	392,956	1,331,779	1,235,982	1,389,500	153,518	12.4%
492.002	Exhibitor Parking	-	-	-	31,740	-	64,002	65,912	1,910	3.0%
492.003	Tail Gating Permits	-	-	-	5,405	-	21,433	23,147	1,715	8.0%
492.004	Monthly Parking Contracts	-	-	-	387,155	534,996	410,170	540,000	129,830	31.7%
492.005	RV Parking	-	-	-	70,700	119,850	65,688	67,658	1,971	3.0%
492.006	Storage Lot	-	-	-	32,260	84,375	57,495	66,000	8,505	14.8%
492.007	Miscellaneous Income	-	-	-	1,890	-	-	-	-	0.0%
<b>Total Income</b>		-	-	-	<b>922,106</b>	<b>2,071,000</b>	<b>1,854,769</b>	<b>2,152,217</b>	<b>297,448</b>	<b>16.0%</b>
<b>Payroll &amp; Related</b>										
598.001	Wages - Permanent	-	-	-	34,787	68,144	54,587	60,267	5,680	10.4%
598.002	Wages - Temporary	-	-	-	87,519	226,200	104,584	113,000	8,416	8.0%
598.003	Wages - Overtime	-	-	-	312	1,500	6,549	6,000	(549)	-8.4%
598.004	Benefits - Pension	-	-	-	-	756	588	2,888	2,300	391.2%
598.005	Benefits - Other	-	-	-	9,926	7,974	6,753	8,185	1,432	21.2%
598.006	Payroll Taxes	-	-	-	12,891	22,629	12,657	13,714	1,057	8.4%
598.007	Workers Compensation Insurance	-	-	-	2,886	14,300	8,855	9,165	310	3.5%
598.008	Payroll Outside Agency	-	-	-	1,108	-	14,633	14,967	335	2.3%
<b>Total Payroll &amp; Related</b>		-	-	-	<b>149,429</b>	<b>341,503</b>	<b>209,204</b>	<b>228,185</b>	<b>18,981</b>	<b>9.1%</b>
<b>Supplies and Services</b>										
598.010	Professional Services	-	-	-	25,161	48,500	8,416	6,800	(1,616)	-19.2%
598.011	Equipment Rentals	-	-	-	65	-	65	65	-	0.0%
598.012	Equipment	-	-	-	13,677	6,000	5,136	7,206	2,069	40.3%
598.013	Miscellaneous Expense	-	-	-	903	-	4,842	4,928	87	1.8%
598.014	Printing and Stationery	-	-	-	3,898	-	3,218	3,318	100	3.1%
598.015	Telephone	-	-	-	-	-	510	525	15	2.9%
598.016	Signage	-	-	-	4,312	2,400	3,437	5,203	1,766	51.4%
598.017	Office Supplies	-	-	-	907	600	1,045	1,065	20	1.9%
598.018	Uniforms	-	-	-	6,139	3,000	1,048	2,930	1,883	179.7%
598.019	Cash Over (Short)	-	-	-	12	-	-	-	-	0.0%
<b>Total Supplies and Services</b>		-	-	-	<b>55,074</b>	<b>60,500</b>	<b>27,716</b>	<b>32,039</b>	<b>4,323</b>	<b>15.6%</b>
<b>Total Departmental Expenses</b>		-	-	-	<b>204,503</b>	<b>402,003</b>	<b>236,920</b>	<b>260,224</b>	<b>23,305</b>	<b>9.8%</b>
<b>Departmental Profit (Loss)</b>		-	-	-	<b>717,603</b>	<b>1,668,997</b>	<b>1,617,850</b>	<b>1,891,993</b>	<b>274,143</b>	<b>16.9%</b>
<b>Margin %</b>		<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>77.8%</b>	<b>80.6%</b>	<b>87.2%</b>	<b>87.9%</b>	<b>0.7%</b>	<b>0.0%</b>





San Mateo County Event Center  
2017 Annual Forecast and Capital Budget

*Other Income*

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Revenues</b>										
495.100	Interest Earnings	-	-	-	12	-	-	-	-	0.0%
495.101	Interest - County and State Pools	11,175	8,478	8,670	10,441	12,018	27,004	12,000	(15,004)	-55.6%
495.102	Interest - CD's	2,420	661	(47)	126	89	112	156	44	38.7%
495.103	Interest - Other	2,156	2,047	2,652	-	-	-	-	-	0.0%
496.000	Sponsorships - Non Fair	250	250	3,924	3,791	3,791	-	-	-	0.0%
498.000	Other	996	1,120	258	2,557	2,993	21,143	-	(21,143)	-100.0%
498.001	Cell Phone Tower Commission	33,840	50,110	51,563	53,110	53,110	54,703	55,380	677	1.2%
498.002	Credit Card Fees	-	-	486	(52)	-	-	-	-	0.0%
499.999	Revenue Clearing	-	-	-	-	-	1,030	-	(1,030)	-100.0%
<b>Total Income</b>		<b>50,837</b>	<b>62,667</b>	<b>67,506</b>	<b>69,985</b>	<b>72,001</b>	<b>103,992</b>	<b>67,536</b>	<b>(36,456)</b>	<b>-35.1%</b>



San Mateo County Event Center  
2017 Annual Forecast and Capital Budget

**Administration**

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Payroll &amp; Related</b>										
501.000	Salaries & Wages - Permanent	636,681	675,049	717,973	912,550	1,149,118	1,156,809	1,389,069	232,260	20.1%
502.000	Salaries & Wages - Temporary	8,259	6,400	473	22,721	26,477	8,918	6,820	(2,098)	-23.5%
502.002	Salaries & Wages - Overtime	-	-	-	328	3,500	10,651	12,000	1,349	12.7%
503.000	Compensated Absences Expense	26,432	12,944	48,354	11,303	45,000	(13,672)	35,000	48,672	-356.0%
503.100	Employee Benefits	-	-	-	332	-	-	-	-	0.0%
503.101	Benefits - Pension	118,865	116,376	107,312	80,940	105,606	79,955	73,378	(6,576)	-8.2%
503.102	Benefits - Other	48,316	72,615	85,473	147,181	196,351	189,915	199,932	10,017	5.3%
503.200	Payroll Taxes	46,836	48,545	52,184	67,298	90,200	84,012	107,703	23,691	28.2%
503.300	Workers Comp	33,513	35,171	27,877	49,353	42,096	48,243	50,646	2,403	5.0%
503.301	Payroll Outside Agency	-	-	-	10,544	-	92,899	24,000	(68,899)	-74.2%
<b>Total Payroll &amp; Related</b>		<b>918,900</b>	<b>967,102</b>	<b>1,039,645</b>	<b>1,302,549</b>	<b>1,658,348</b>	<b>1,657,729</b>	<b>1,898,549</b>	<b>240,820</b>	<b>14.5%</b>
<b>Supplies &amp; Services</b>										
504.000	Professional Services-Legal	87,679	92,128	234,726	150,643	46,205	14,540	14,400	(140)	-1.0%
504.001	Professional Services-Other	-	-	-	99,868	24,000	63,293	36,000	(27,293)	-43.1%
505.000	Meeting Expenses	2,362	15,118	5,276	930	6,000	82	-	(82)	-100.0%
506.000	Traveling - Training Employees	20,206	30,447	27,097	15,974	6,000	19,831	16,000	(3,831)	-19.3%
506.001	Travel & Entertainment - GM	15,920	10,885	21,079	1,875	6,000	4,769	2,000	(2,769)	-58.1%
506.002	Travel & Entertainment - Board	3,362	2,581	3,159	1,884	2,400	6,239	6,000	(239)	-3.8%
507.000	Admin - Supplies & Expense	-	4,502	3,195	539	-	161	-	(161)	-100.0%
507.001	Office Supplies	29,258	26,071	35,545	34,843	36,000	38,402	30,000	(8,402)	-21.9%
507.002	Equipment Rentals	18,271	9,386	11,224	9,453	10,200	10,633	10,200	(433)	-4.1%
507.003	Printing and Stationery	9,696	-	3,699	3,656	6,000	4,234	4,800	566	13.4%
507.004	Computer Equipment (hardware/softw	16,861	29,471	50,619	118,334	90,000	81,198	60,000	(21,198)	-26.1%
507.005	Employee Meals	-	-	-	315	600	200	-	(200)	-100.0%
507.006	Employee Relations (Holiday Party)	-	-	-	14,368	-	18,956	3,600	(15,356)	-81.0%
508.000	Telephone & Postage	265	421	55	-	-	-	-	-	0.0%



San Mateo County Event Center  
2017 Annual Forecast and Capital Budget

Administration

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
508.001	Telephone	22,614	30,488	31,688	39,342	36,000	38,618	35,261	(3,357)	-8.7%
508.002	Internet	18,891	19,978	22,203	56,591	60,000	69,160	60,000	(9,160)	-13.2%
508.003	Postage	9,365	5,763	10,235	10,083	1,200	8,633	7,800	(833)	-9.6%
509.000	Dues & Subscriptions	16,671	16,191	15,732	18,267	14,400	15,543	16,200	657	4.2%
510.000	Insurance	-	-	22	-	-	-	-	-	0.0%
510.001	General Liability Insurance	88,717	78,490	79,227	78,375	84,653	89,393	91,200	1,807	2.0%
510.002	Auto Insurance	8,314	6,803	5,554	3,699	6,000	5,391	6,000	609	11.3%
510.003	Insurance - Other	10,294	17,383	11,969	9,301	7,200	7,112	7,320	208	2.9%
511.000	Miscellaneous	-	35	10	2,428	6,000	4,582	3,600	(982)	-21.4%
511.001	Bank Fees	5,247	5,838	12,497	14,918	7,356	16,615	12,000	(4,615)	-27.8%
511.002	Payroll Fees	1,191	1,335	2,869	11,065	9,000	7,843	4,300	(3,543)	-45.2%
511.003	Finance Charges	884	500	3,953	3,051	2,382	24	-	(24)	-100.0%
511.004	Credit Card Fees	24,995	36,927	38,063	41,014	30,244	45,386	45,500	114	0.3%
512.000	Unemployment Insurance	26,684	7,479	7,399	22,598	9,000	14,148	15,000	852	6.0%
513.000	Audit Expense	19,000	19,210	21,987	32,723	30,000	30,624	31,200	576	1.9%
514.000	Bad Debt Expense	2,579	2,872	2,961	40	4,795	-	-	-	0.0%
<b>Total Supplies &amp; Services</b>		<b>459,327</b>	<b>470,302</b>	<b>662,040</b>	<b>796,177</b>	<b>541,635</b>	<b>615,612</b>	<b>518,381</b>	<b>(97,231)</b>	<b>-15.8%</b>
<b>Special Projects</b>										
514.001	Special Projects	-	-	-	-	50,000	10,000	10,500	500	5.0%
<b>Total Special Projects</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>50,000</b>	<b>10,000</b>	<b>10,500</b>	<b>500</b>	<b>5.0%</b>
<b>Total Departmental Expenses</b>		<b>1,378,227</b>	<b>1,437,405</b>	<b>1,701,686</b>	<b>2,098,726</b>	<b>2,249,983</b>	<b>2,283,341</b>	<b>2,427,430</b>	<b>144,089</b>	<b>6.3%</b>



San Mateo County Event Center  
2017 Annual Forecast and Capital Budget

**Sales and Marketing**

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Payroll &amp; Related</b>										
600.001	Wages - Permanent	-	-	-	142,203	135,264	125,411	144,033	18,622	14.8%
600.002	Wages - Temporary	-	-	-	-	-	-	-	-	0.0%
600.003	Wages - Overtime	-	-	-	342	-	1,200	2,000	800	66.6%
600.004	Benefits - Pension	-	-	-	689	6,395	4,201	6,952	2,750	65.5%
600.005	Benefits - Other	-	-	-	6,266	16,148	11,146	11,469	323	2.9%
600.006	Payroll Taxes	-	-	-	15,355	10,424	10,326	11,172	846	8.2%
600.007	Workers Compensation Insurance	-	-	-	2,712	5,772	6,394	7,115	720	11.3%
600.008	Payroll Outside Agency	-	-	-	-	-	-	-	-	0.0%
<b>Total Payroll &amp; Related</b>		-	-	-	<b>167,566</b>	<b>174,003</b>	<b>158,680</b>	<b>182,740</b>	<b>24,061</b>	<b>15.2%</b>
<b>Supplies &amp; Services</b>										
600.021	Dues and Subscriptions	-	-	-	-	2,400	1,704	2,000	296	17.4%
600.022	Seminars and Registrations	-	-	-	1,489	3,600	-	-	-	0.0%
600.023	Travel Expenses	-	-	-	2,092	6,000	324	-	(324)	-100.0%
600.024	Printing and Stationery	-	-	-	-	1,200	2,932	3,600	668	22.8%
600.025	Office Supplies	-	-	-	17	300	169	360	191	112.7%
600.026	Postage	-	-	-	-	300	-	-	-	0.0%
600.027	Telephone	-	-	-	-	1,200	-	600	600	100.0%
600.028	Miscellaneous	-	-	-	-	600	128	-	(128)	-100.0%
600.029	Meeting Expenses	-	-	-	451	2,400	-	-	-	0.0%
<b>Total Supplies &amp; Services</b>		-	-	-	<b>4,048</b>	<b>18,000</b>	<b>5,257</b>	<b>6,560</b>	<b>1,303</b>	<b>24.8%</b>
<b>Advertising and Promotion</b>										
600.010	Print Media	-	-	-	22,357	18,000	7,671	7,200	(471)	-6.1%
600.011	Web Advertising	-	-	-	2,601	-	2,974	4,200	1,226	41.2%
600.012	Outdoor Billboards	-	-	-	-	-	-	-	-	0.0%
600.013	Radio and TV	-	-	-	-	-	-	-	-	0.0%
600.014	Other Advertising	-	-	-	3,851	-	-	-	-	0.0%
600.015	Agency Fees	-	-	-	-	-	-	-	-	0.0%
600.016	Direct Mail	-	-	-	-	-	-	-	-	0.0%
600.017	Public Relations - Publicity	-	-	-	1,545	-	3,000	6,000	3,000	100.0%
600.018	Other Selling Aids	-	-	-	-	-	195	-	(195)	-100.0%
600.019	Entertainment	-	-	-	-	6,000	300	-	(300)	-100.0%
600.020	Production Costs	-	-	-	-	-	-	-	-	0.0%
<b>Total Advertising and Promotion</b>		-	-	-	<b>30,354</b>	<b>24,000</b>	<b>14,140</b>	<b>17,400</b>	<b>3,260</b>	<b>23.1%</b>
<b>Total Departmental Expenses</b>		-	-	-	<b>201,969</b>	<b>216,003</b>	<b>178,077</b>	<b>206,700</b>	<b>28,624</b>	<b>16.1%</b>



San Mateo County Event Center  
 2017 Annual Forecast and Capital Budget

*Maintenance*

Account Number	Account Description	Actual				2016		2017 Budget	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook		\$ Amount	% Change
<b>Payroll &amp; Related</b>										
521.000	Salaries & Wages- Permanent	730,362	779,454	808,194	804,302	789,528	823,991	713,571	(110,420)	-13.4%
521.001	Compensated Absences Expense	-	-	-	-	-	-	-	-	0.0%
522.000	Salaries & Wages - Temporary	3,956	-	-	282	-	-	-	-	0.0%
522.002	Salaries & Wages - Overtime	-	-	-	4,202	28,000	49,482	30,000	(19,482)	-39.4%
522.100	Employee Benefits	-	-	-	-	-	-	-	-	0.0%
522.101	Benefits - Pension	84,565	87,622	90,965	83,648	85,752	83,917	41,736	(42,181)	-50.3%
522.102	Benefits - Other	112,203	142,321	164,288	194,261	178,214	187,621	131,038	(56,583)	-30.2%
522.200	Payroll Taxes	54,170	59,534	63,926	61,754	62,345	66,842	56,883	(9,959)	-14.9%
522.300	Workers Compensation Insurance	38,551	39,811	30,816	42,856	42,096	39,623	27,316	(12,308)	-31.1%
522.301	Payroll Outside Agency	-	-	-	-	-	5,884	-	(5,884)	-100.0%
<b>Total Payroll &amp; Related</b>		<b>1,023,808</b>	<b>1,108,742</b>	<b>1,158,189</b>	<b>1,191,305</b>	<b>1,185,935</b>	<b>1,257,360</b>	<b>1,000,544</b>	<b>(256,817)</b>	<b>-20.4%</b>
<b>Supplies &amp; Services</b>										
523.000	Professional Services	22,566	15,645	12,552	47,036	4,584	10,011	6,000	(4,011)	-40.1%
523.001	Pro Services - Landscaping	-	-	128	-	6,000	2,000	12,000	10,000	500.0%
523.002	Pro Services - Other	9,363	13,294	17,042	19,410	7,710	18,844	19,000	156	0.8%
524.000	Rent - Land & Buildings	-	-	-	-	-	141	-	(141)	-100.0%
525.000	Equipment Rentals	1,662	2,847	1,329	-	1,668	1,668	-	(1,668)	-100.0%
527.000	Temporary Electrical	-	-	-	-	-	258	-	(258)	-100.0%
528.000	Utilities	-	-	3,299	-	-	-	-	-	0.0%
528.001	Power	248,825	280,709	332,680	294,937	327,753	299,226	312,385	13,159	4.4%
528.002	Water	61,534	73,028	57,396	51,791	49,394	72,656	78,090	5,434	7.5%
528.003	Gas-Other	8,130	6,561	10,350	18,749	10,545	20,364	21,179	815	4.0%
529.000	Equipment Repairs & Maintenance	178	-	1,567	837	864	288	300	12	4.2%
529.001	Fuel & Oil	15,604	30,893	12,497	10,000	11,751	11,804	12,000	196	1.7%
529.002	Miscellaneous	25,607	24,748	25,077	2,223	2,364	5,212	4,800	(412)	-7.9%
529.003	Equipment Rentals	654	130	3,212	16,584	15,960	11,554	10,800	(754)	-6.5%
529.004	Kitchen Equipment	415	4,050	-	1,166	1,200	400	410	10	2.5%
529.005	Printing and Stationery	-	-	-	1,464	1,176	482	600	118	24.5%
529.006	Telephone	-	-	-	136	144	48	50	2	4.2%
529.007	Postage	-	-	-	-	-	31	32	1	4.0%
529.008	Vehicles	-	-	-	12,703	10,439	11,913	12,588	675	5.7%



San Mateo County Event Center  
 2017 Annual Forecast and Capital Budget

*Maintenance*

Account Number	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
529.009	Office Supplies	-	-	-	434	624	1,849	1,200	(649)	-35.1%
529.010	Dues and Subscriptions	-	-	-	244	312	505	525	20	4.0%
529.011	Travel & Employee Training	-	-	-	4,912	5,316	4,530	4,600	70	1.5%
530.000	Maintenance Supplies and Expenses	-	-	-	410	420	140	145	5	3.6%
530.001	Building Supplies	57,988	47,164	28,801	21,368	15,528	20,091	19,000	(1,091)	-5.4%
530.002	Electrical Supplies	14,461	6,968	3,722	24,198	11,784	13,975	14,000	25	0.2%
530.003	Plumbing Supplies	9,168	3,921	3,472	10,530	11,116	4,393	6,000	1,607	36.6%
530.004	Janitorial Supplies	36,630	28,657	41,023	38,460	44,720	44,236	45,600	1,364	3.1%
530.005	Landscaping	13,475	15,246	2,037	2,756	3,192	4,867	36,000	31,133	639.6%
530.006	Tools & Equipment	3,234	3,262	9,770	14,903	14,724	9,549	7,800	(1,749)	-18.3%
530.007	Maintenance Contracts	12,822	11,166	16,319	18,069	16,920	11,926	10,800	(1,126)	-9.4%
530.008	Floor Covering Supplies	-	-	-	4,394	8,610	3,275	1,200	(2,075)	-63.4%
530.009	Air Conditioning and Refrigeration	-	-	-	13,743	15,696	6,607	6,000	(607)	-9.2%
530.010	Equipment Repair and Maintenance	-	-	-	18,393	8,278	31,905	24,760	(7,145)	-22.4%
530.011	Uniforms	-	-	-	502	3,000	2,827	3,000	173	6.1%
531.000	Trash Removal	58,405	69,080	74,144	85,365	80,286	84,897	72,000	(12,897)	-15.2%
<b>Total Supplies &amp; Services</b>		<b>600,722</b>	<b>637,368</b>	<b>656,415</b>	<b>735,718</b>	<b>692,078</b>	<b>712,471</b>	<b>742,864</b>	<b>30,393</b>	<b>4.3%</b>



San Mateo County Event Center  
2017 Annual Forecast and Capital Budget

*Maintenance*

Account Number	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Special Projects</b>										
533.000	Special Repairs	-	-	-	-	-	-	-	-	0.0%
533.001	Expo Hall Upgrades - 2013/2014	-	14,457	38,043	8,698	230,000	22,960	24,000	1,040	4.5%
533.002	Admin Office - 2013	13,124	134,648	978	-	-	-	-	-	0.0%
533.003	Barn Improvements - 2014	-	0	-	-	-	-	-	-	0.0%
533.004	Asphalt Repairs - 2013/2014	25,848	22,696	48,833	112,901	-	108,290	100,000	(8,290)	-7.7%
533.005	Re-roof Sequoia - 2014	1,571	-	15,725	-	-	-	-	-	0.0%
533.006	New Facility Signage - 2013	129,486	-	-	-	-	-	-	-	0.0%
533.007	Meeting Pavillion Restrooms - 2013	3,749	-	-	-	-	-	-	-	0.0%
533.008	Facility Entrance Signage - 2013/2014	214,045	1,469	-	-	-	-	-	-	0.0%
533.009	Expo Hall Restrooms - 2013	646	-	-	-	-	-	-	-	0.0%
533.010	Expo Hall Sound System - 2013	-	-	-	59	-	-	-	-	0.0%
533.011	Meeting Pavillion Sound System - 2013	4,827	-	-	-	-	-	-	-	0.0%
533.012	Re-roof Admin/Gutters - 2014	6,641	-	30,691	-	-	32,238	60,000	27,762	86.1%
533.013	Pedestrian Entrances - Expo/Fiesta - 201	9,146	12,319	-	-	-	-	-	-	0.0%
533.014	Security Camera's - 2013/2014	177,777	24,861	15,175	-	-	-	-	-	0.0%
533.015	Lighting Retro fit - 2013	7,387	781	-	-	-	-	-	-	0.0%
533.016	Solar Upgrades - 2013	-	-	-	-	-	-	-	-	0.0%
533.017	Fiesta Hall Upgrades - 2013	-	27,729	-	-	-	-	-	-	0.0%
533.018	Storm Drain / Sewer 2013	-	33,590	500	12,214	-	-	-	-	0.0%
533.019	Barn / Wash Racks - 2013	2,750	17,871	-	-	-	-	-	-	0.0%
533.020	Cypress Hall Repairs/Upgrades - 2013 / ;	44,896	161,049	3,632	-	-	17,800	-	(17,800)	-100.0%
533.021	Parking Lot Infrastructure - 2014	25,843	69,046	58,266	-	-	-	-	-	0.0%
533.022	Jockey Club Lighting - 2014	4,856	21,383	17,571	-	-	-	-	-	0.0%
533.023	Vault Room - 2014	2,138	-	25,149	5,731	-	-	-	-	0.0%
533.024	Expo Cafe - 2014	211,262	-	18,716	-	-	-	-	-	0.0%
533.025	Food Service / Concession Stands - 2014	12,037	94	52,424	-	-	-	-	-	0.0%
<b>Total Special Projects</b>		<b>898,029</b>	<b>541,993</b>	<b>325,702</b>	<b>139,604</b>	<b>230,000</b>	<b>181,289</b>	<b>184,000</b>	<b>2,711</b>	<b>1.5%</b>
<b>Total Departmental Expenses</b>		<b>2,522,559</b>	<b>2,288,103</b>	<b>2,140,307</b>	<b>2,066,626</b>	<b>2,108,013</b>	<b>2,151,120</b>	<b>1,927,408</b>	<b>(223,712)</b>	<b>-10.4%</b>



San Mateo County Event Center  
2017 Annual Forecast and Capital Budget

*Capital and Other Expenses*

Account #	Account Description	Actual				2016		2017	Increase (Decrease) from 2016 Outlook	
		2012	2013	2014	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Capital Expenses</b>										
723.000	Equipment - under \$5,000	108,623	77,174	52,601	100,762	84,000	88,480	72,000	(16,480)	-18.6%
800.000	Prior Year Expense Adjustments	(9,508)	(22,920)	9,272	8,624	-	-	-	-	0.0%
850.000	Cash over/short - Jockey Club	74	(84)	(1,194)	164	-	(1,172)	-	1,172	-100.0%
850.001	Cash +/- - Fair	1,081	1,748	2,786	1,178	-	(2)	-	2	-100.0%
850.002	Cash +/- Event Center	(867)	(194)	651	1,812	-	117	-	(117)	-100.0%
850.003	Cash +/- CTC	82	(75)	(5,265)	(1,564)	-	614	-	(614)	-100.0%
900.000	Depreciation Expense	760,604	761,835	726,374	730,731	876,000	864,724	871,000	6,276	0.7%
940.100	Food Service Acquisition	-	214,157	137,403	-	-	-	-	-	0.0%
945.000	Feasibility Study	56,802	15,500	-	-	-	-	-	-	0.0%
<b>Total Departmental Expenses</b>		<b>916,891</b>	<b>1,047,141</b>	<b>922,629</b>	<b>841,707</b>	<b>960,000</b>	<b>952,760</b>	<b>943,000</b>	<b>(9,760)</b>	<b>-1.0%</b>

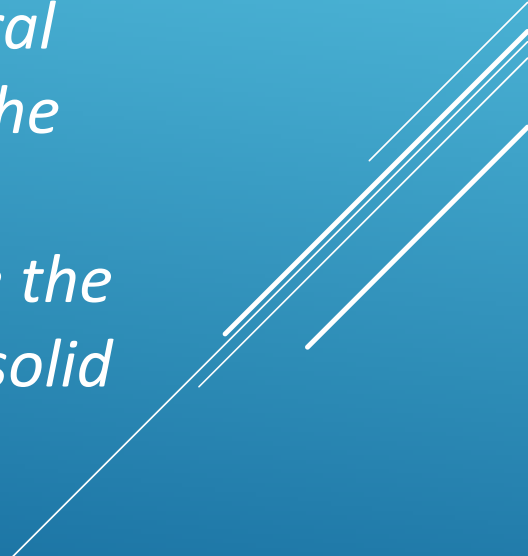




2017

## San Mateo County Event Center and Fair Mission

*Our mission is to build a vibrant campus providing a diverse experience to educate and inspire our community while showcasing our rich agricultural heritage through the San Mateo County Fair. The Board will use creative, innovative and fiscally responsible stewardship to expand and enhance the physical assets of the Event Center, providing a solid foundation for implementing new concepts and experiences for the community.*





**THE FUTURE IS COMING  
QUICKLY**





LOOKING  
AT WAYS  
TO  
RE-ADAPT  
AND  
REUSE  
WHAT WE  
HAVE

# 2017 KEY STAFF AND BOARD GOALS

- Increase revenues in 2017 for Venue Sales, Fair, Parking, and Food and Beverage operations
  - Implement Marketing and Branding improvements to increase sales opportunities
  - Vision meetings are being scheduled with key stakeholders including community groups, neighbors, local labor and public officials
  - Update Economic Impact statistics for use in business and community presentations
  - Implementation of new Event Center Capital Improvement tracking system to improve expenditure evaluation
  - Facility Landscaping and Entry Point improvements
- 

# STRENGTHS

- ▶ Affordability/Value
  - ▶ Variety of event facilities
  - ▶ Emerging industries
  - ▶ Proximity to San Francisco-San Jose
  - ▶ Diverse in-house product offerings
  - ▶ Weather
  - ▶ Continued growth in local entertainment/retail/restaurants
- 

# WEAKNESSES

- ▶ Aging facilities
  - ▶ Lack funding for Capital Investment
  - ▶ Lack of meeting rooms/ballroom space
  - ▶ Lack of hotels walkable to Event Center
  - ▶ Areas of blight on lower 25<sup>th</sup> Avenue
  - ▶ Perception issues
  - ▶ Lack of marketing the value of the Event Center to the broader community
- 



# OPPORTUNITIES

- ▶ Location
  - ▶ Electrification and Hillsdale Station relocation
  - ▶ Development in South San Mateo
  - ▶ Market growth in Events and Catering
  - ▶ Market growth in festivals and special events
  - ▶ Ability to attract larger national/regional trade shows
  - ▶ Science and Technology industry growth
- 



**San Mateo County Event Center  
2017 Annual Forecast and Capital Budget**

***Consolidated Summary***

Account Description	Actual	2016		2017	Increase (Decrease) from 2016 Outlook	
	2015	Budget	Outlook	Budget	\$ Amount	% Change
<b>Revenues</b>						
Facilities	\$3,486,196	\$2,683,001	\$2,433,796	\$2,531,482	\$97,686	4.0%
Food and Beverage	\$2,541,079	\$2,507,993	\$2,591,694	\$2,567,934	(\$23,760)	-0.9%
Jockey Club	\$2,970,571	\$2,924,006	\$2,994,020	\$2,984,033	(\$9,987)	-0.3%
Fair	\$1,973,673	\$2,184,999	\$1,906,029	\$2,086,178	\$180,150	9.5%
Parking and RV	\$922,106	\$2,071,000	\$1,854,769	\$2,152,217	\$297,448	16.0%
Other Income	\$69,985	\$72,001	\$103,992	\$67,536	(\$36,456)	-35.1%
<b>Total Income</b>	<b>\$11,963,610</b>	<b>\$12,443,000</b>	<b>\$11,884,300</b>	<b>\$12,389,381</b>	<b>\$505,081</b>	<b>4.2%</b>
<b>Departmental Operating Expenses</b>						
Cost of Sales	\$847,152	\$836,003	\$700,892	\$630,476	(\$70,416)	-10.0%
Payroll and Related	\$5,499,004	\$6,023,474	\$5,916,922	\$6,508,535	\$591,612	10.0%
Supplies and Services	\$4,137,811	\$3,851,681	\$3,881,499	\$3,806,738	(\$74,760)	-1.9%
Advertising and Promotion	\$373,269	\$411,842	\$364,938	\$382,632	\$17,693	4.8%
Special Projects	\$157,201	\$370,000	\$194,289	\$198,000	\$3,711	1.9%
<b>Total Operating Expenses</b>	<b>\$11,014,438</b>	<b>\$11,493,000</b>	<b>\$11,058,540</b>	<b>\$11,526,381</b>	<b>\$467,841</b>	<b>4.2%</b>
<b>Gross Operating Profit</b>	<b>\$949,172</b>	<b>\$950,000</b>	<b>\$825,760</b>	<b>\$863,000</b>	<b>\$37,240</b>	<b>4.5%</b>
Capital Expenses	\$841,707	\$960,000	\$952,760	\$943,000	(\$9,760)	-1.0%
<b>Net Profit (Loss)</b>	<b>\$107,465</b>	<b>(\$10,000)</b>	<b>(\$127,000)</b>	<b>(\$80,000)</b>	<b>\$47,000</b>	<b>-37.0%</b>
<b>Margin %</b>	<b>0.9%</b>	<b>-0.1%</b>	<b>-1.1%</b>	<b>-0.6%</b>	<b>0.4%</b>	<b>-0.4%</b>

**COUNTY** OF **SAN MATEO**





# First 5 San Mateo County

**Kitty Lopez**

November 15, 2016

COUNTY OF SAN MATEO



# First 5 San Mateo County



- **Vision**

Success for Every Child

- **Mission**

First 5 San Mateo County promotes positive outcomes for young children and their families through strategic investments, community leadership and effective partnerships.

## Proposition 10 States:



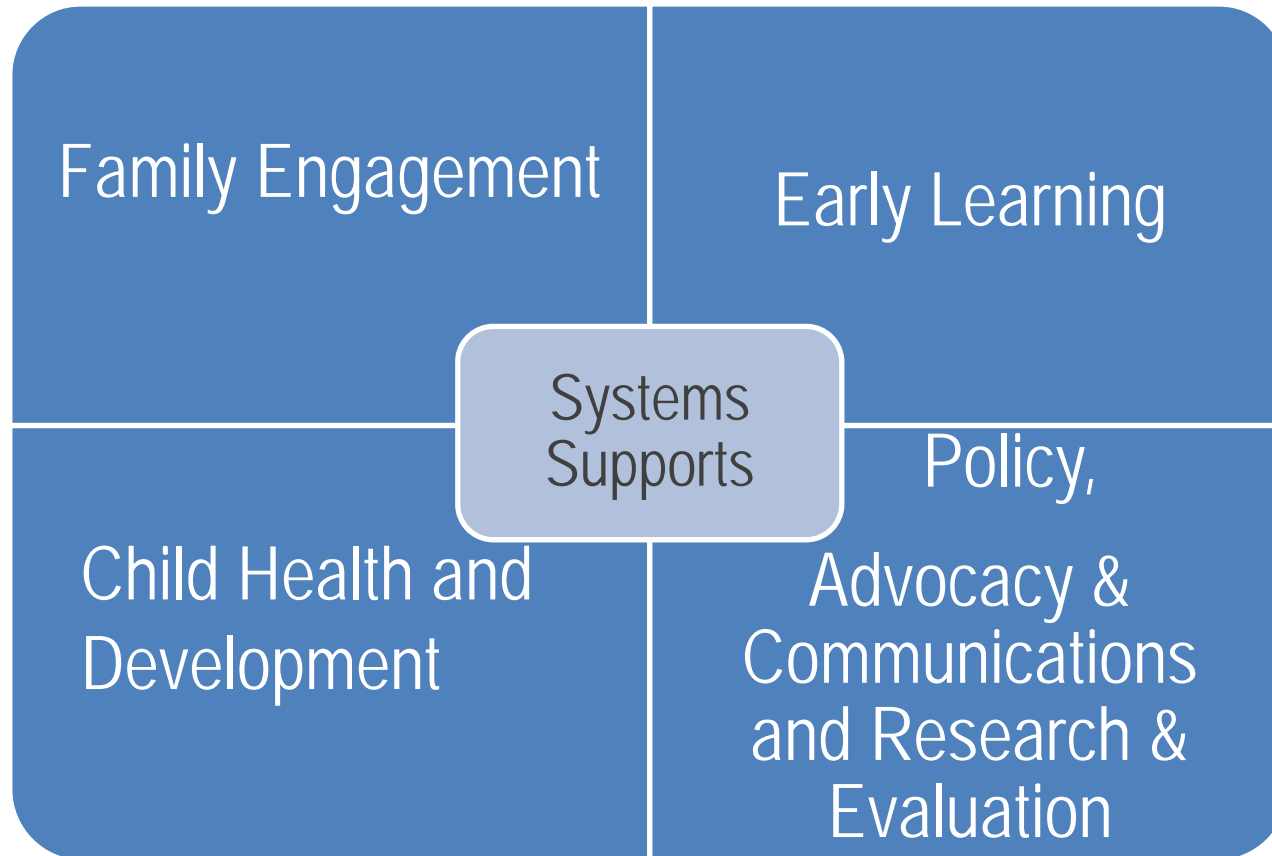
- Create and implement an integrated, comprehensive, and collaborative system for children
- All information and services are accessible from any point in this system
- Emphasize local decision making and flexibility
- Eliminate duplicate administration

# First 5 San Mateo County Desired Outcomes

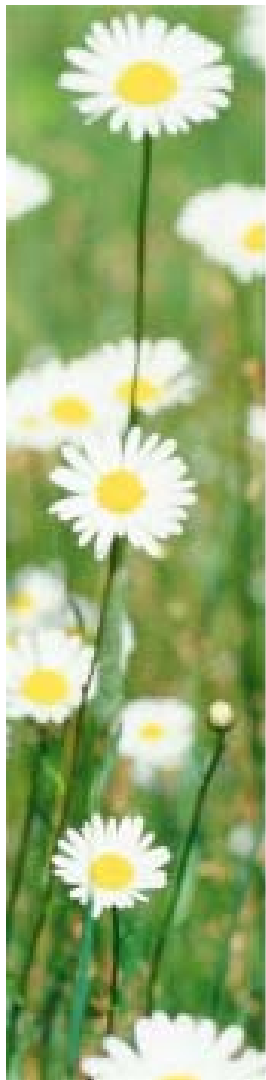


- San Mateo County will give priority to young children and their families;
- Communities provide a safe and healthy environment for young children;
- Children have access to high-quality early care and education settings;
- Families feel connected to and supported by their community and able to nurture their child's health and development;
- Children have healthy attachments to their parents and caregivers; and
- Children have access to and are utilizing appropriate health care services to meet their health and developmental needs.

# First 5 Focus Areas

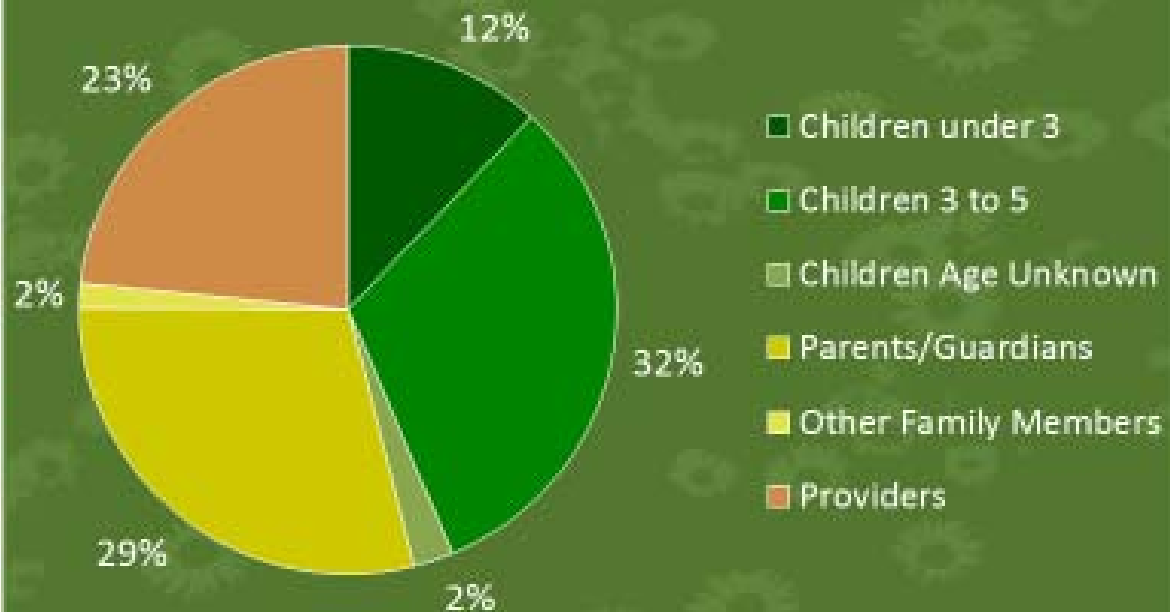






# Clients Served

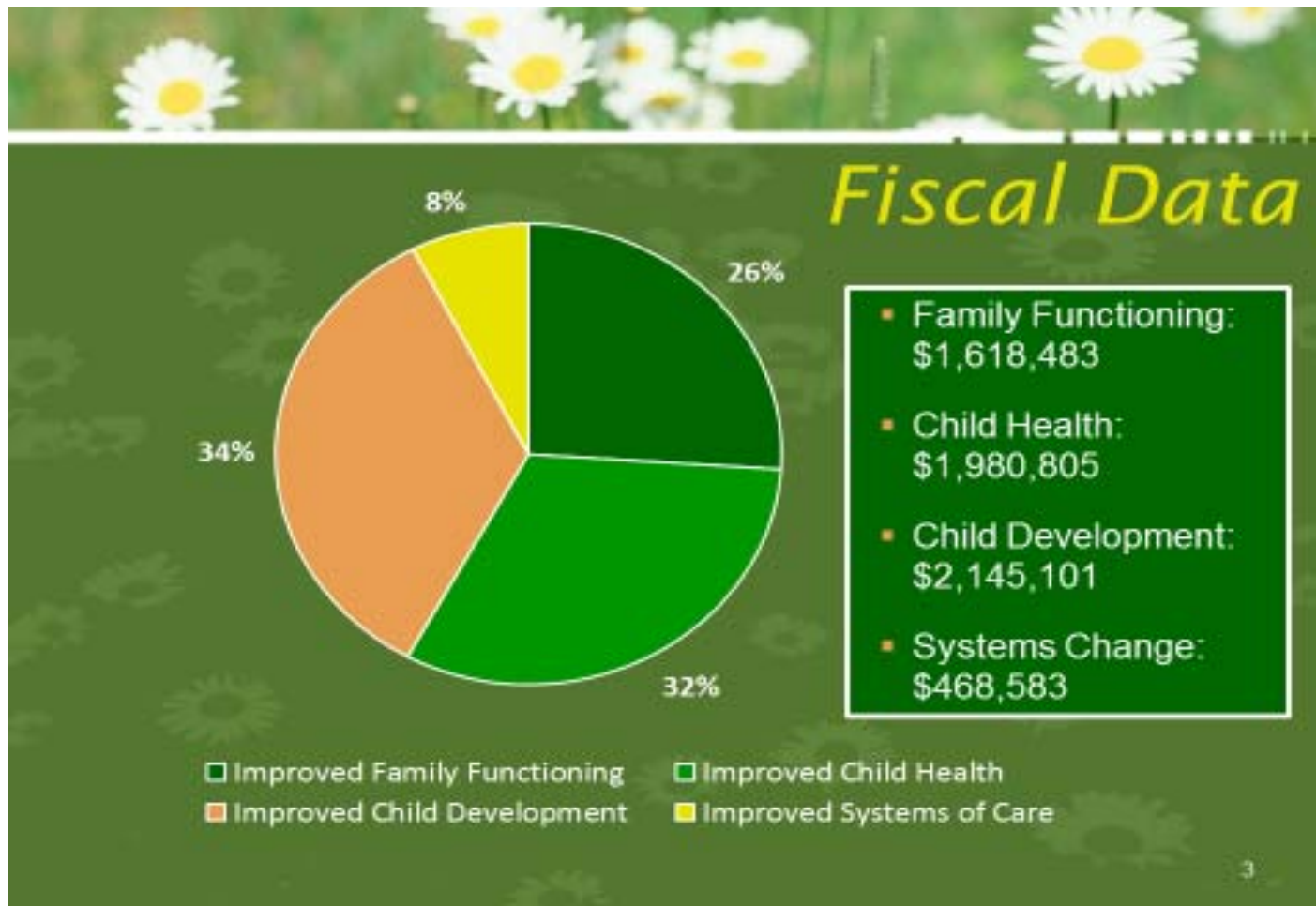
N = 10,344

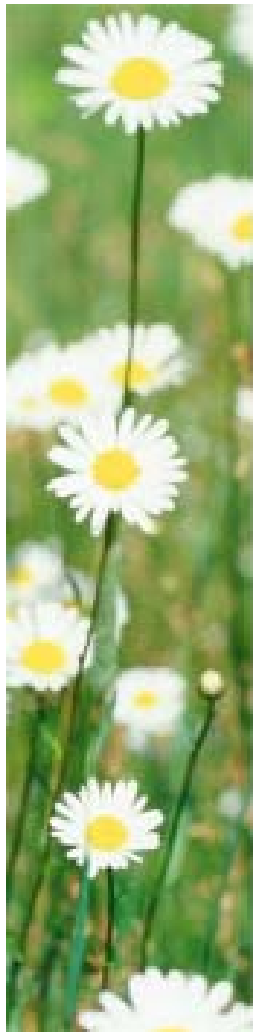


FSSMC also distributed **4,163** Kits for New Parents, Bringing the total service number to **14,507**



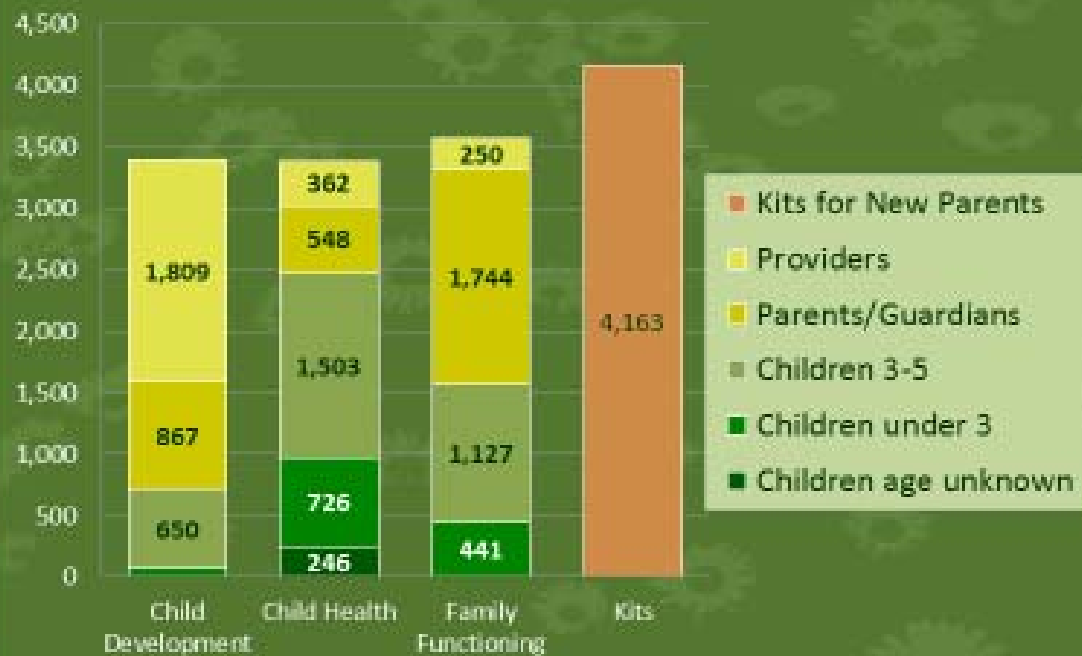
# FY 2015-16: Total Expenditures: \$6,212,971

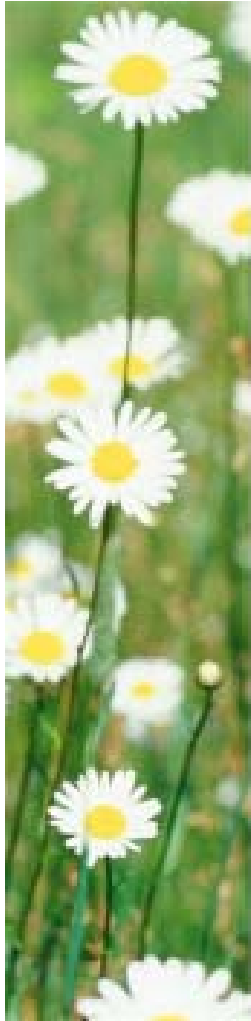




# Clients Served

N = 14,507





## Family Demographics

<i>Race/Ethnicity</i>	<i>First 5 SMC</i>	<i>San Mateo County</i>
Asian	4%	28%
Black/African-American	2%	2%
Latino	71%	25%
Pacific Islander	2%	1%
White	6%	40%
Multiracial	3%	5%
Other/Unknown	9%	12%

<i>Language</i>	<i>First 5 SMC</i>	<i>San Mateo County</i>
English	21%	53%
Spanish	66%	20%
Asian Languages	1%	19%
Other/Unknown	11%	7%

6



## 2016 Initiatives:

- Big Data Project Pilot in Redwood City
- Early Learning Facilities Needs Assessment
- Developmental Screening Survey
- Technology & Early Learning Survey
- New Client Data Collection System
- Oral Health Strategic Plan & Community Partnership
- Communications & Implementation Plan
- Persimmony Grants Management Implementation



# Early Learning & Big Lift Investments

*First 5*

- Prenatal to 5
- County-wide
- Whole child, whole family
- Quality continuum framework (QRIS)

**FY 15-18 - \$4,800.00+**

- 3 and 4 year olds
- Specific school districts
- Center-based preschool
- Quality continuum framework (QRIS)

*The Big Lift*

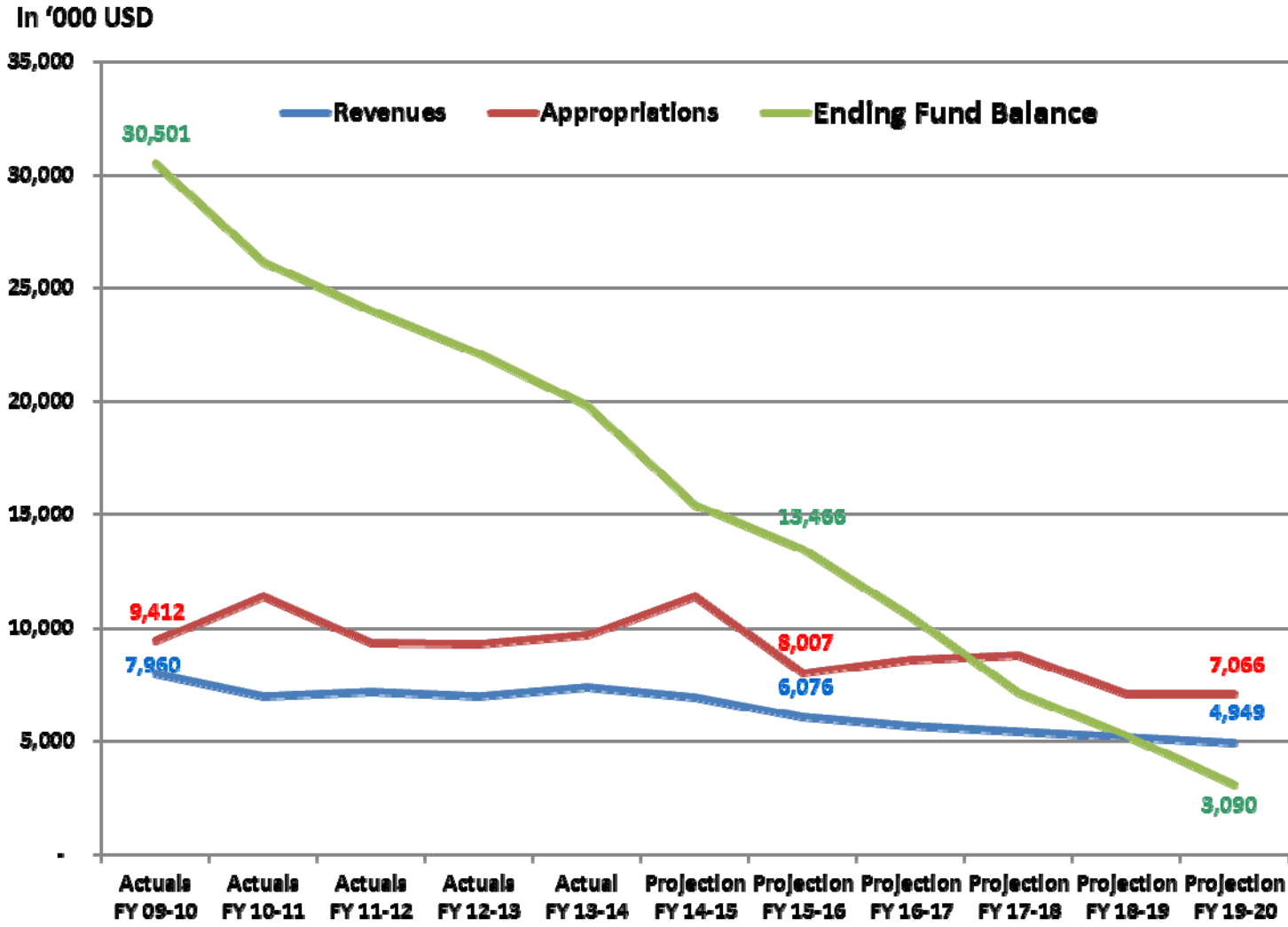
# Investing in Children

- Total investments over 18 years  
**\$137 million!**



Investments that last  
a lifetime!

# FY 2015-20 Challenges





# FY 2016-17 Budget Overview

In Thousands

	FY 2015-16 Actual	FY 2016-17 Recommended	Amount Change	Percent Change
Total Sources	21,938	19,777	(2,161)	-9.8%
Total Requirements	21,938	19,777	(2,161)	-9.8%
Net County Cost	0	0	0	0
Total Positions	8	8	0	0



# OUR CHILDREN ARE OUR FUTURE!



**COUNTY** OF **SAN MATEO**





# Sheriff's Office

**Carlos G. Bolanos, Sheriff**  
November 15, 2016

COUNTY OF SAN MATEO

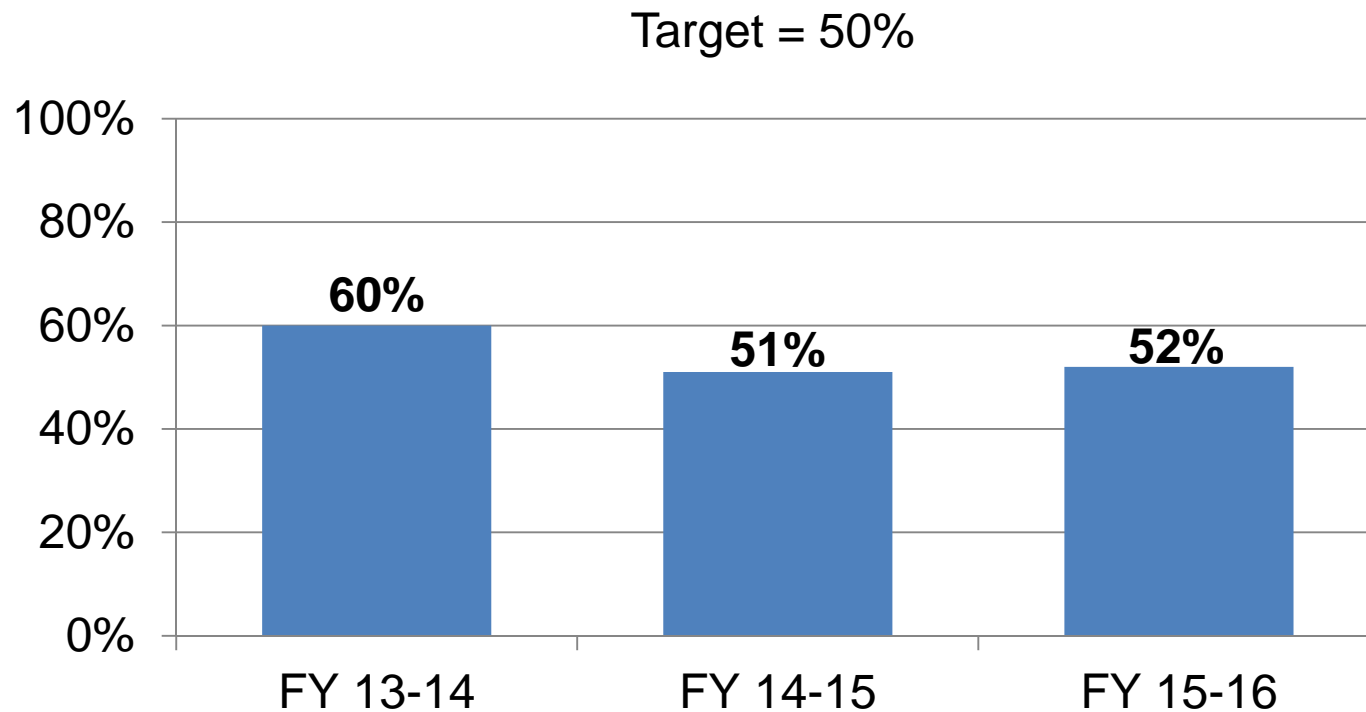


# Mission Statement

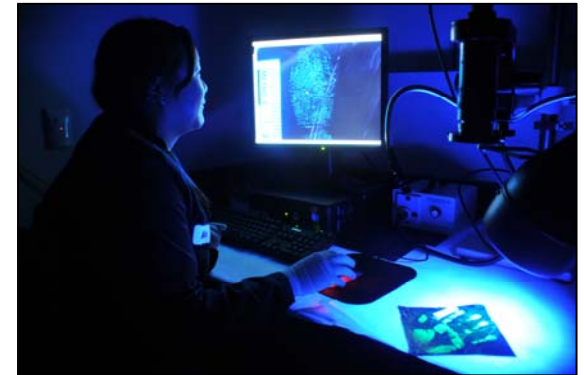
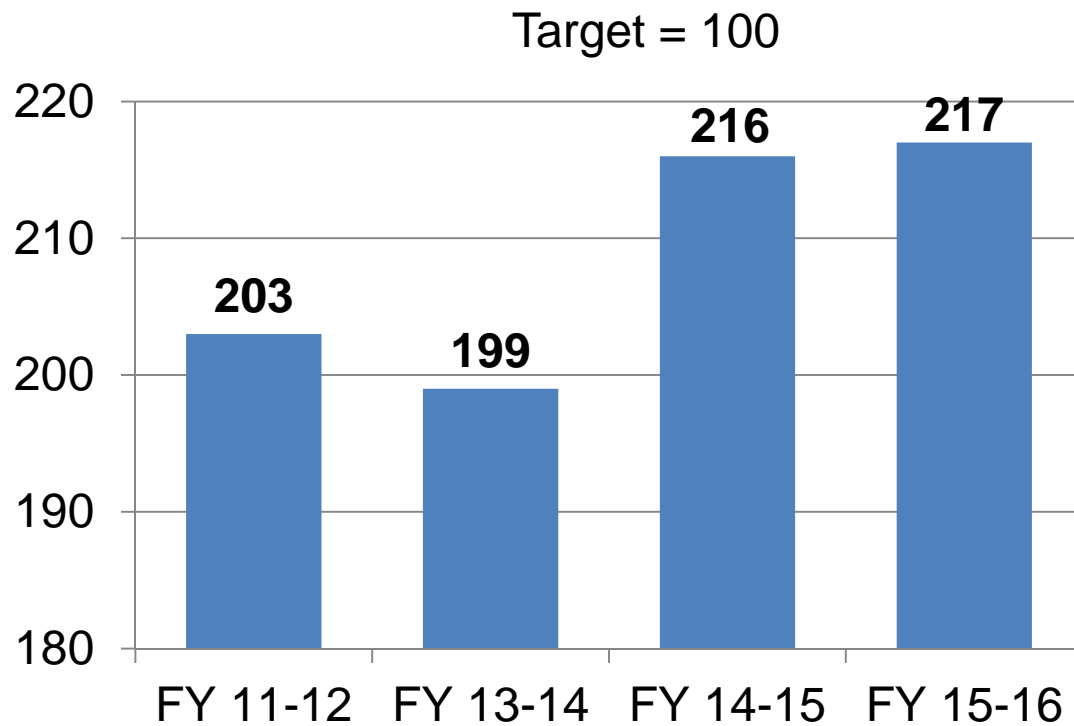


The San Mateo County Sheriff's Office  
protects life and property  
and preserves the public peace.

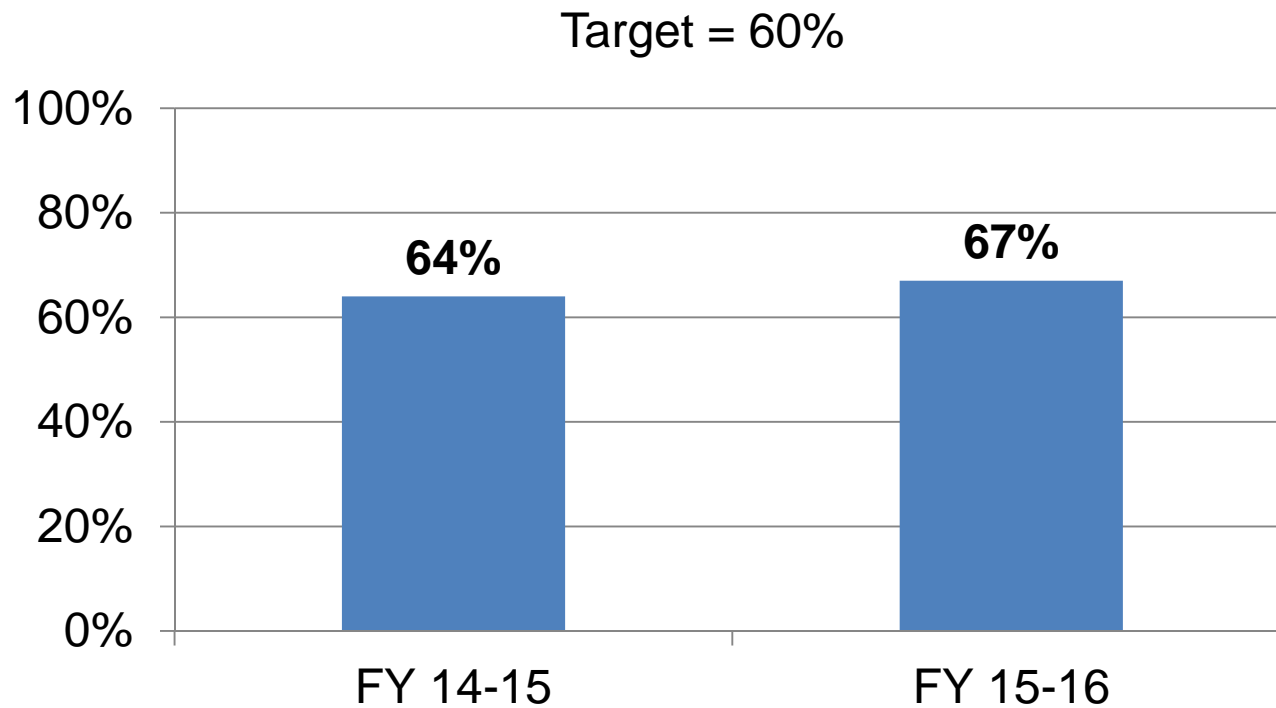
# Annual Clearance Rate of Violent Crimes



# Number of Positive Associations or New Suspects Identified Through Lab Analysis in AFIS, CODIS, and NIBIN

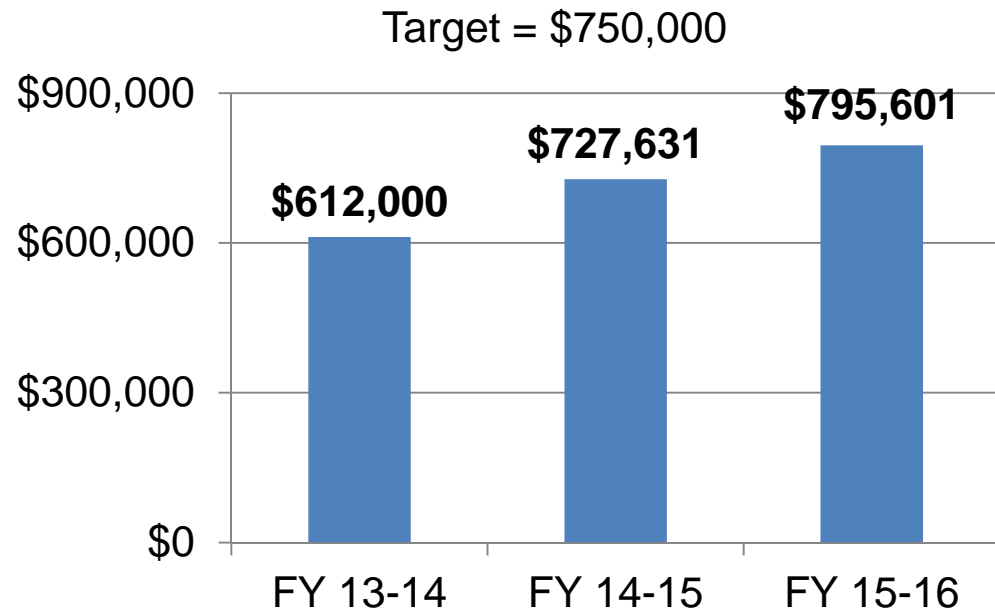


# Percent of Sentenced Inmates Working with an In-Custody Case Manager

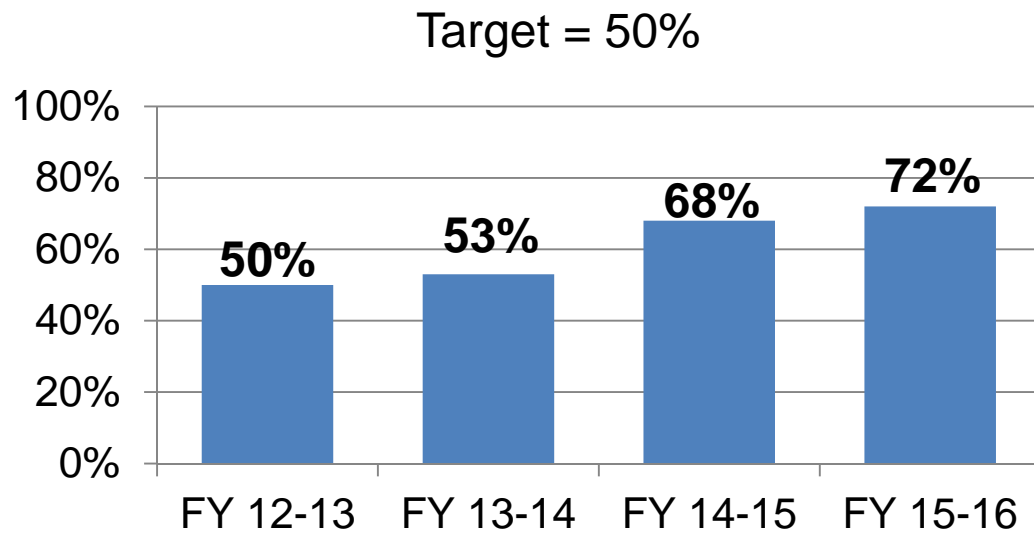




# Dollar Value Saved by Use of Volunteer Forces

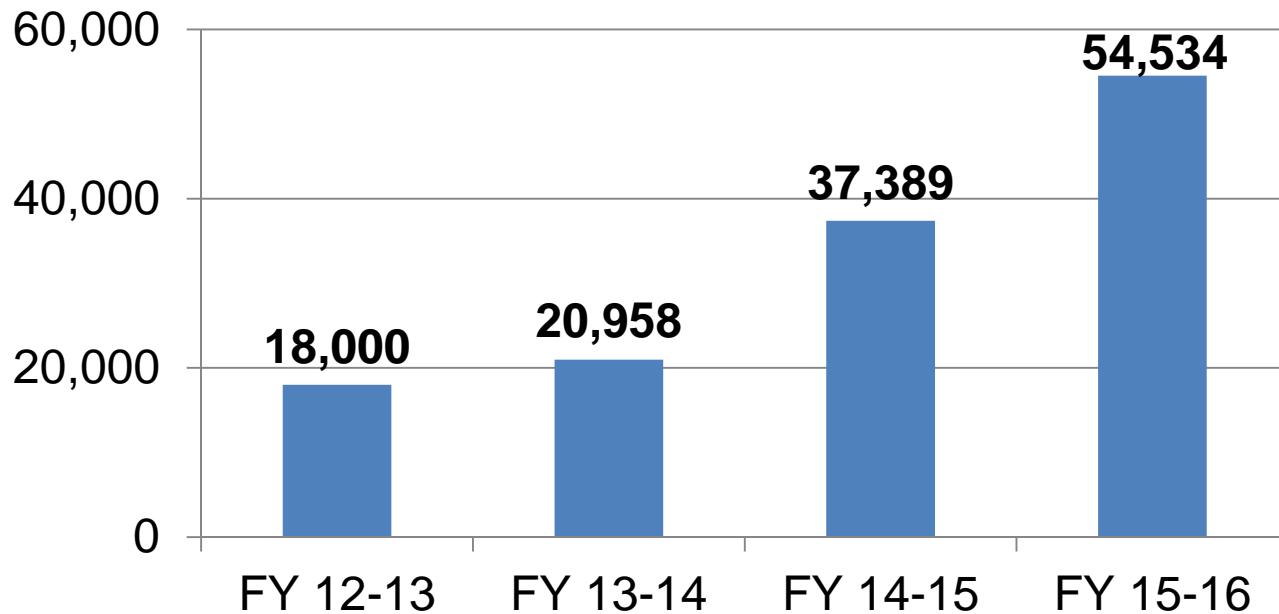


# Percent of New Hires Who Are Female and/or Minority

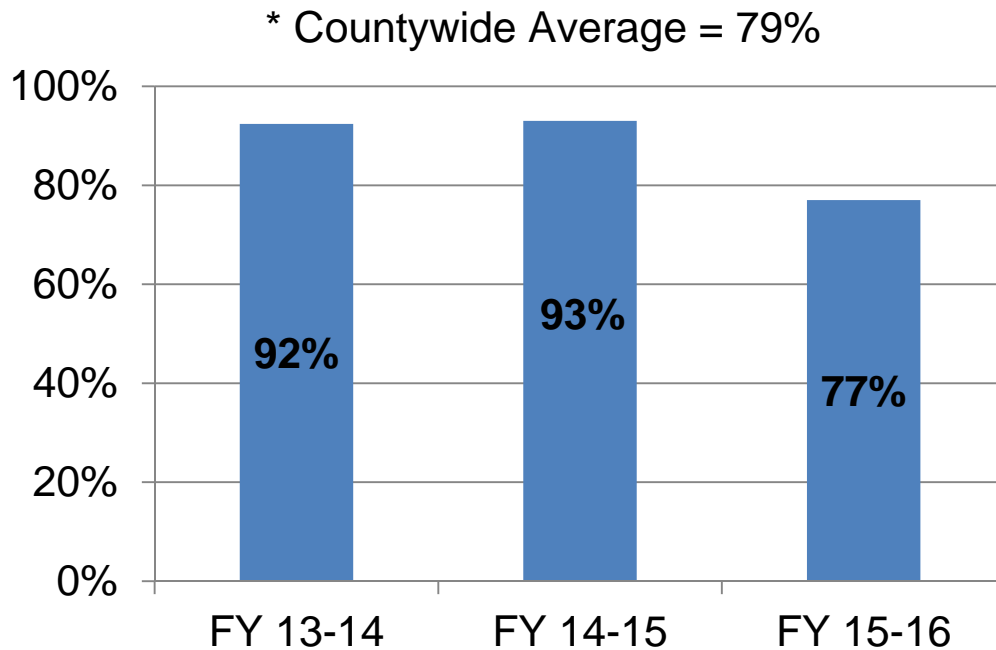


# Total Number of Training Hours Conducted for POST and STC

FY 15-16 Target = 18,000    FY 16-17 Target = 20,000



# Percent of Employees Rating Experience Working for the County as Good or Better



# FY 2015-16 Highlights

Completed Construction of the  
Maple Street Correctional Center



COUNTY OF SAN MATEO



# FY 2015-16 Highlights



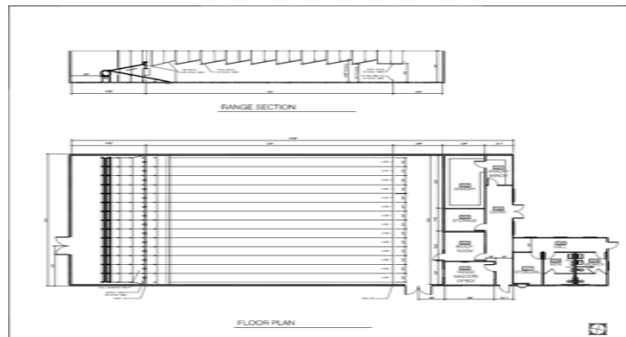
- Successfully Maintained Law Enforcement Service Agreements in 8 Communities



- Deployed In-Car Computer/Video Cameras in Patrol Vehicles

# FY 2016-17 Highlights

- Complete Construction of the New Coyote Point Firing Range



- Transition Correctional Food Service Operations from the Health Department to the Sheriff's Office

# FY 2016-17 Highlights



Continue to Invest in San Mateo County's Youth Through Impactful Programs



COUNTY OF SAN MATEO





# Ongoing Measure A

## Human Trafficking and Commercially Sexually Exploited Children Program



- Increasing Awareness
- Aligning Law Enforcement Resources
- Working with CBO's and the Faith-Based Community to Create Wrap Around Services

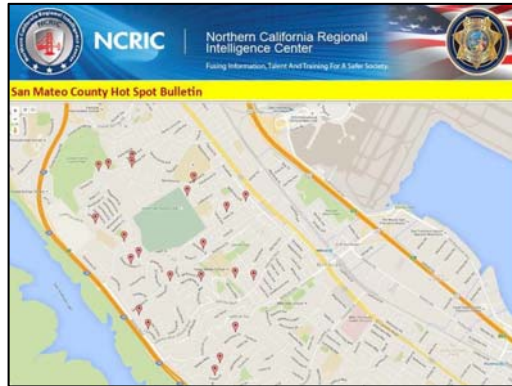
# Ongoing Measure A

## Enhanced School Safety Services

- Building Trust
- Providing an On Campus Presence
- Creating and Maintaining a Safe Learning Environment
- Understanding How to Respond in an Emergency (The Big Five)



# FY 2017-19 Goals



- Continue Intelligence Led Policing Efforts

- Maintain Strong Community Programs



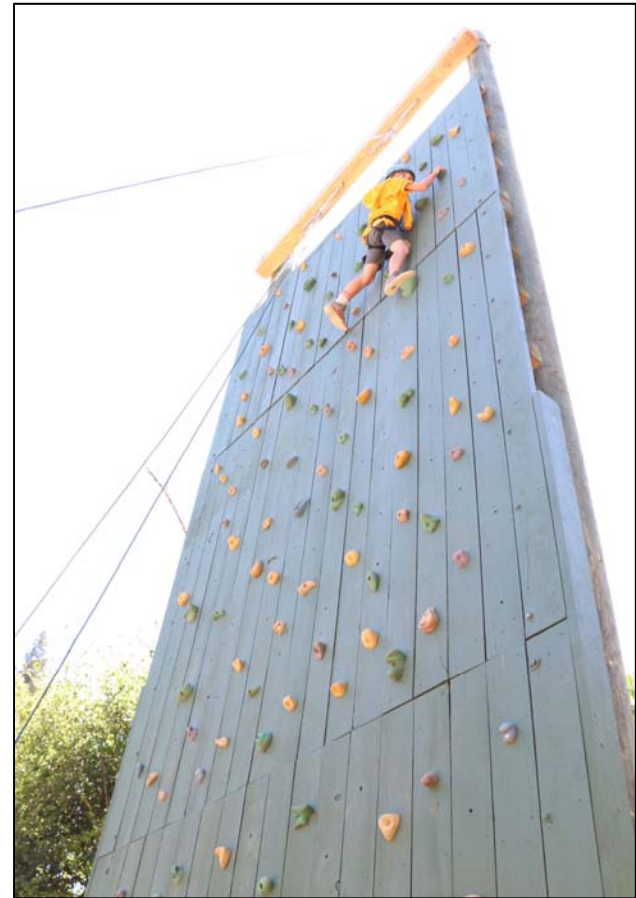
# FY 2017-19 Goals

- Increase Training
- Expand Programs to Incarcerated Populations



# FY 2017-19 Challenges

- Providing In-Custody Programs to Inmates
- Remaining Diligent in Preventing Security Threats
- Effectively Implement Emerging Technology



# Questions?

# COUNTY OF SAN MATEO



# COUNTY OF SAN MATEO



# Public Safety Communications

**Sue Anderson**  
**Assistant Director**  
November 15, 2016



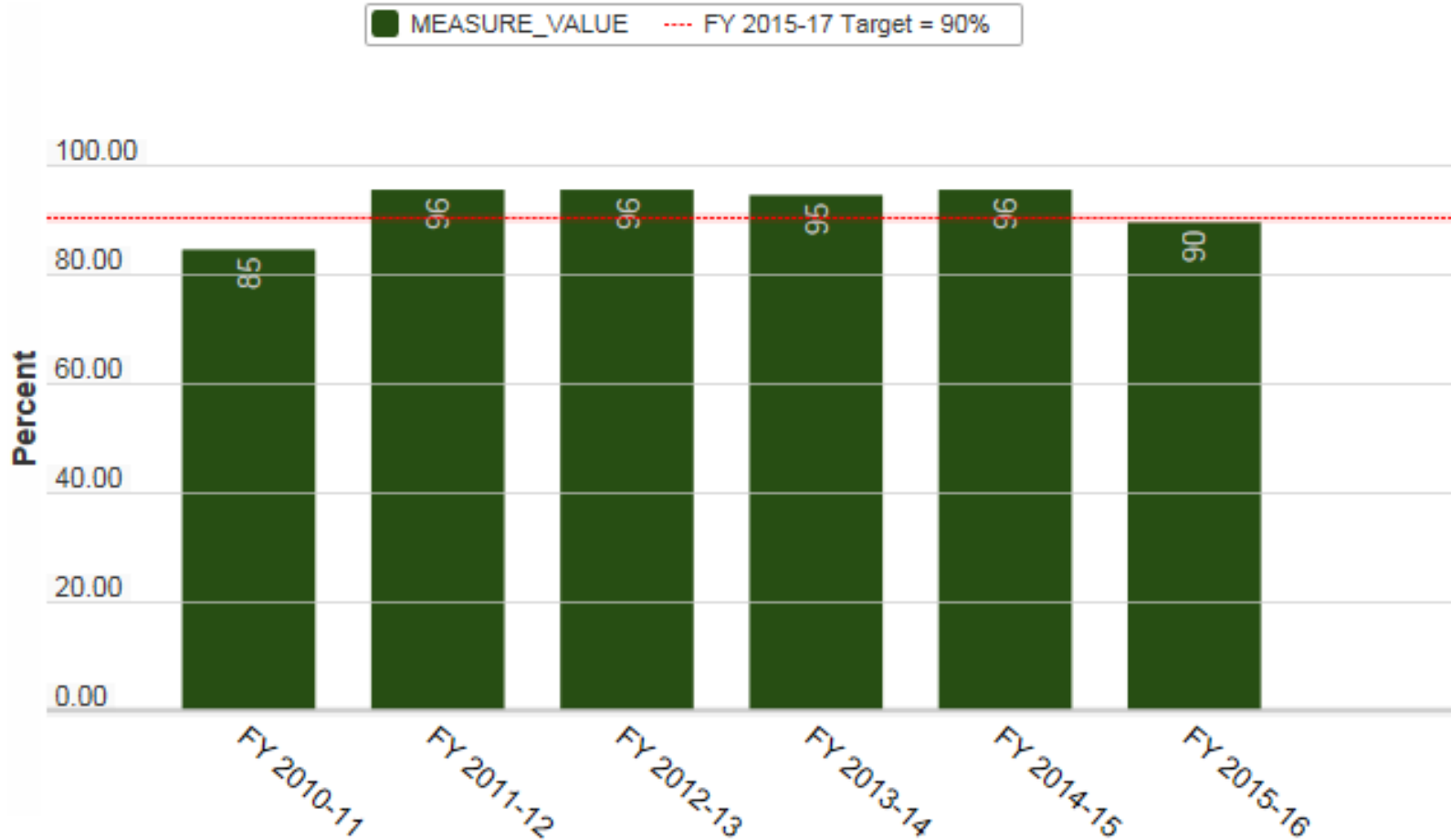


# FY 2015-17 Performance Report

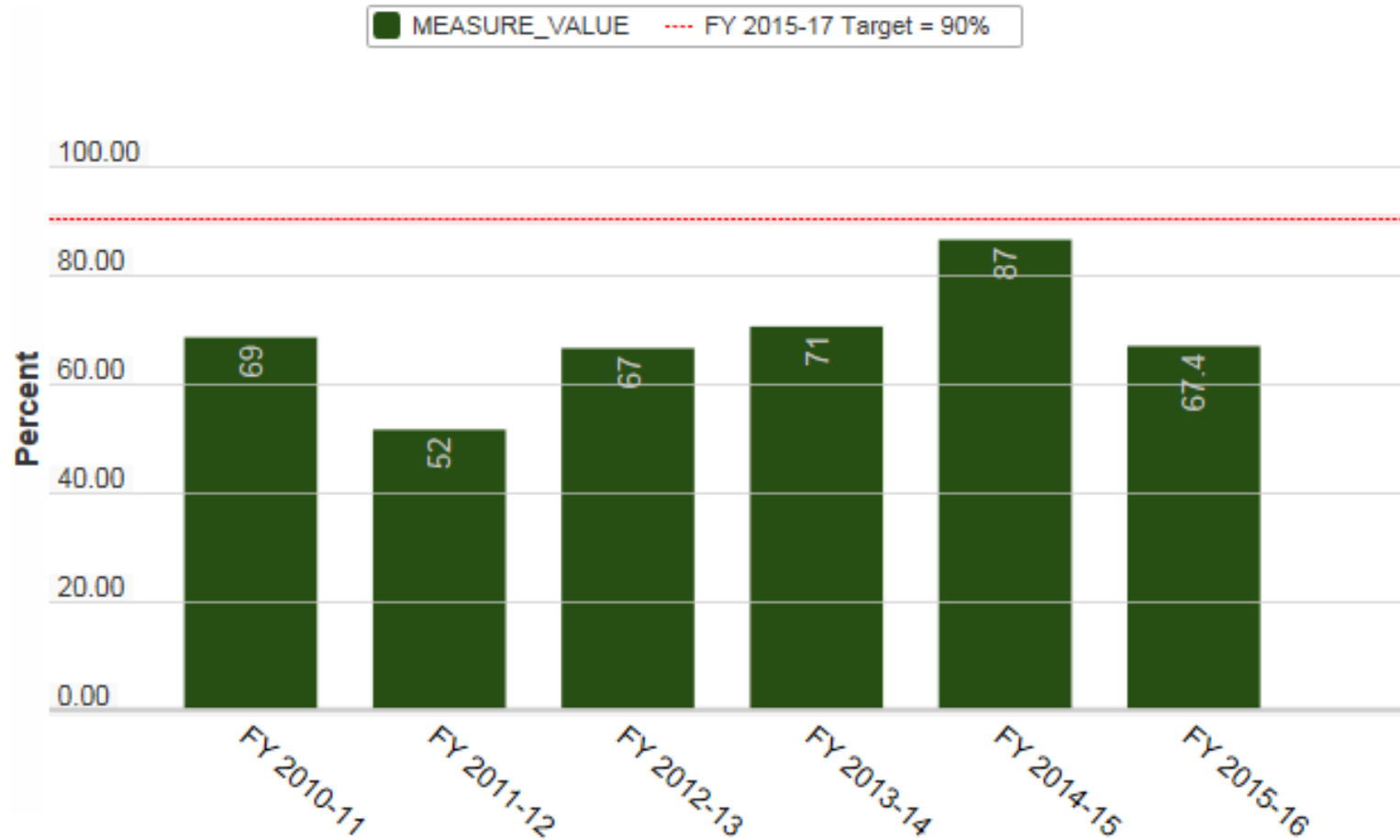
The San Mateo County Office of Public Safety Communications is dedicated to providing excellent Police, Fire and Medical emergency dispatch and communications services. We do this by forming collaborative partnerships, ensuring quality and upholding the values of the organization. As the initial responder, we act quickly and decisively in order to achieve safety and quality of life of those we serve.



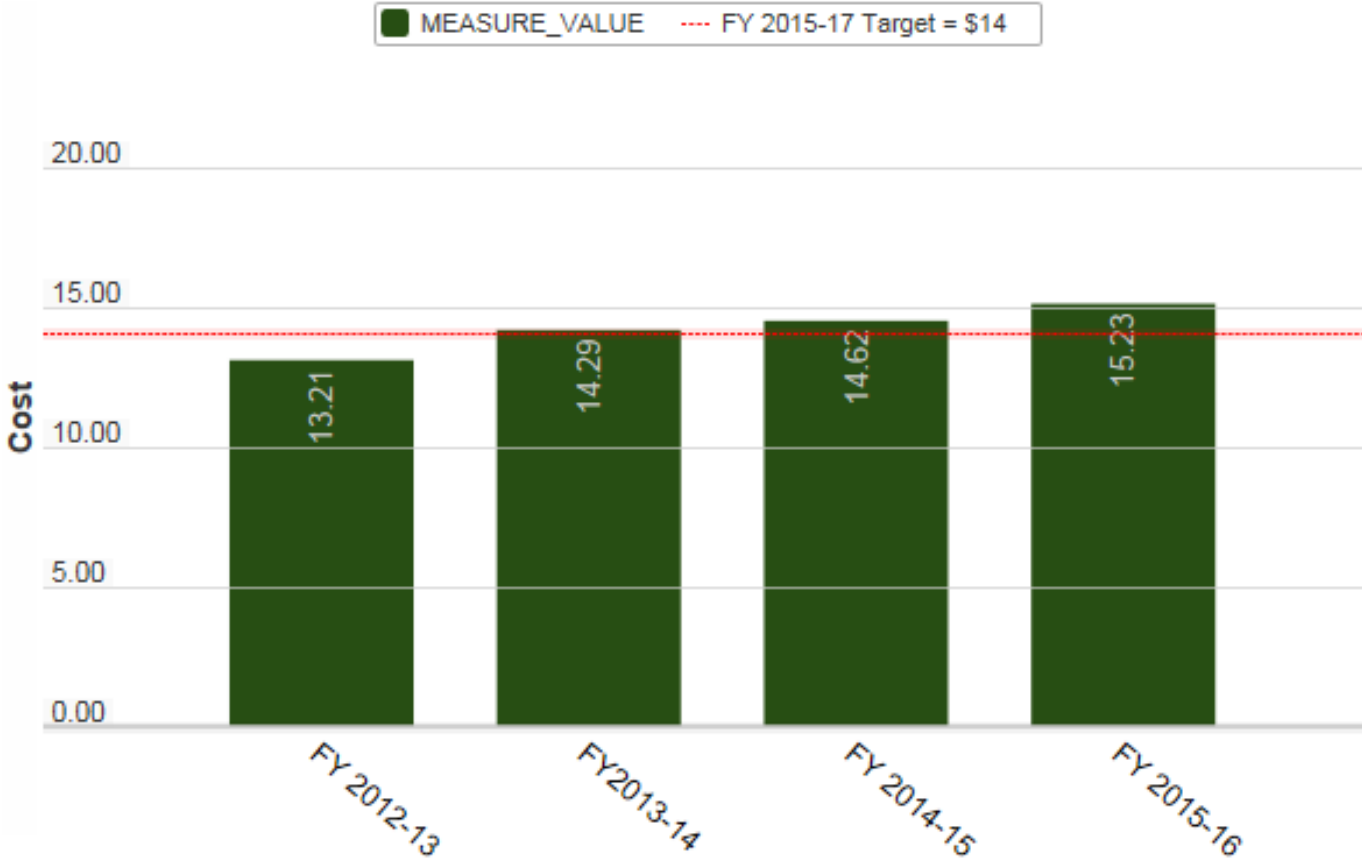
# Customer Satisfaction Rating of Good or Better



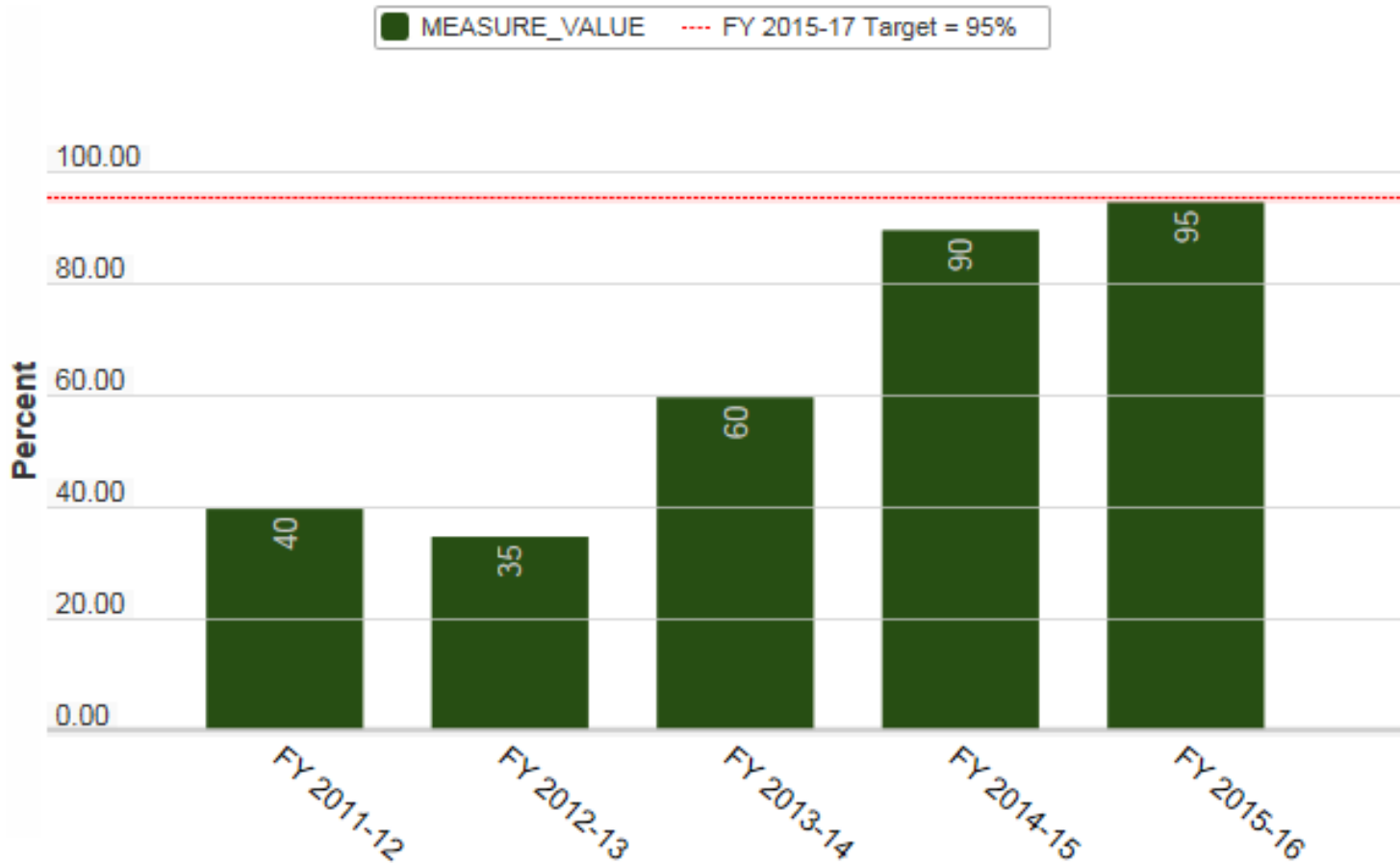
# Percentage of Employees Rating San Mateo County Good or Better



# Cost Per Capita – County Wide Population



# Percentage of Employee Evaluations Completed



# FY 2015-17 Highlights



- **Center of Excellence Emergency Medical Dispatch - Re-accredited for the 3rd time.**
- **City of Daly City - Successful negotiations resulted in an agreement for 911 Law Enforcement Dispatch Services.**
- **Addition of 6 New Communications Dispatcher Positions.**

# FY 2015-17 Highlights

- Successful Recruitment of 12 Communications Dispatchers.
- Phase One Completion of our Policy and Procedure Manual Update. Phase Two estimated completion December 2016.



# FY 2017-19 Goals

- Evaluate and develop an organizational structure for the future.
- Develop Succession Plan which meets the needs of the organization.
- Enhance training plan to meet the needs of the organization.
- Enhance Web based Customer Service Feedback.
- Continue employee recognition and engagement.
- Complete the purchase and outfitting of two Incident Dispatch Vehicles.





# FY 2017-19 Challenges

- Continue efforts to transition Public Safety Communications (PSC) working in conjunction with the San Mateo County Sheriff's Office into the new Regional Operations Center (ROC).
- Continue efforts to transition PSC to a new Computer Aided Dispatch System.
- Succession planning and training in preparation of vacancies and pending retirements.
- Continue efforts to keep the current PSC equipment and facilities in working order.



# COUNTY OF SAN MATEO



**COUNTY OF SAN MATEO**





# Assessor-County Clerk-Recorder & Elections

**Mark Church**

November 15, 2016

COUNTY OF SAN MATEO





# ACRE Mission Statement

## *“People First”*

- To ensure equitable service and treatment of County property owners by accurate and fair valuation of land, improvements and businesses.
- To create an accurate public record of recorded transactions relating to people and property within San Mateo County.
- To register County citizens to vote and efficiently conduct transparent elections.
- To preserve and protect our historical and cultural records.



# Assessor Division Highlights

- **Assessment Roll** – Produced a \$191 billion Assessment Roll in FY 15-16, increased the Roll by 7.6% (\$13.5 billion).
- **Commercial Property Development** – Valued 1.9 million square feet of completed projects and appraised approximately 11 million square feet under construction of new commercial property development in FY 15-16.



# Assessor Division Highlights – Cont'd

- **Assessment Appeals** – Preserved \$2.9 billion of Assessment Appeals Roll Value at risk in FY 15-16.
- **Assessment Appeals Backlog** – Reduced the Assessment Appeals backlog by 33%.
- **Decline in Value Program** – Reduced the Decline in Value backlog by 47% and restored \$1.12 billion in assessed value.
- **Assessment Property Tax System (ATS) Request for Proposal (RFP)** – Staff contributed 2,975 hours to the development of the ATS RFP.
- **Recruitment and Training**
  - Conducted 7 recruitments, resulting in 17 appointments and 9 under-filled positions.
  - Provided 2,054 hours of staff training in FY 15-16.

# Elections Division Highlights

- **Elections** – Conducted two major countywide elections and one special election.
- **AB 2028** – San Mateo County became the first in the State of California to conduct a Consolidated Local All-Mailed Ballot Election.
- **Web Based Accessible Sample Ballot and Website Enhancements** – Implemented one of the State’s first remote accessible sample ballot systems for visually impaired voters and redesigned the Division’s website to be responsive to mobile devices.





# Elections Division Highlights – Cont'd

- **Voting Accessibility Advisory Committee (VAAC)** – Evaluates ADA requirements at polling places and provides advice on improving election services to persons with disabilities and the elderly.
- **North County Voting Center** – Established the South San Francisco Public Library Voting Center.
- **Outreach, Social Media Activities and Video Productions** – Participated in numerous community events and effectively utilized social media tools and videos to educate voters.
- **Training and Public Service Videos** Produced a variety of informational videos on such topics as *All-Mailed Ballot Election*, *Provisional Ballots*, *Opening the Poll* and *Closing the Poll*.



# County Clerk-Recorder Division Highlights

- **Software Upgrades** – Implemented core operating system technology upgrades.
- **Public Kiosk Homepage** – User friendly enhancements for public record searches and paperless online records requests, resulting in cost savings and supporting our go-green initiative.
- **U.S. Department of State Passport Processing Facility** – Processed 4,473 applications in FY 15-16, a 775% increase from FY 13-14 (511).

## ACRE Public Kiosk Homepage



# Administration & Support Division Highlights

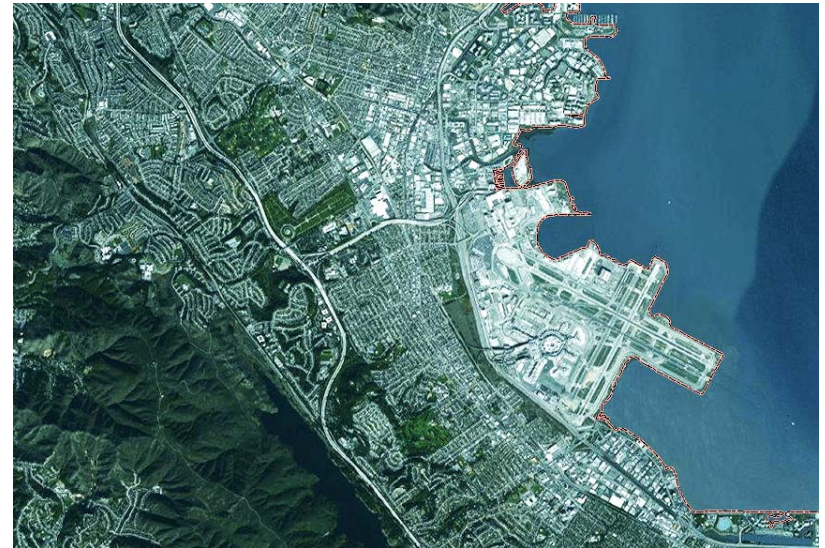
- **Assessment Property Tax System (ATS)**
  - Partnered with Controller and Tax Collector to develop the ATS RFP
  - Evaluated RFP responses
  - No qualified vendors identified
  
- **Assessor's Property Assessment System (APAS)**
  - Developing the APAS RFP
  - Analyzing and developing interim solutions



# Administration & Support Division Highlights

- **Geographical Information Systems (GIS)**

- Played a major role in the development of the County's GIS 5-year plan
- Released the ACRE GIS RFP in June for the new Assessor's Parcel Layer, Tax Rate Area and Elections Precinct Layers



- **Website Redesign**

- Released the ACRE website redesign RFP in June

- **2015 California Assessors' Association Annual Conference**

# FY 2017-19 ACRE Goals

- **New Construction** – Value approximately 2 million square feet of completed new construction annually and 14+ million square feet of partial construction.
- **New Technology** – Address the replacement of our aging technology and legacy systems including ATS, GIS, Voting System and Website Redesign.
- **Continuity of Operations Plan (COOP)** – Develop a department-wide COOP including Return to Operations (RTO) plans.
- **Tower Road Master Plan** – Develop architectural design and site plan for new Elections headquarters and County Clerk-Recorder storage facilities.
- **Historical Records** – Preserve and digitize the County’s historical documents.



# FY 2017-19 ACRE Challenges

- **Assessment Roll** – Increased complexity of assessments (e.g., New Generation Campus Developments such as Facebook, Google and Gilead; Large Scale Mixed Use Facilities; etc.).
- **Assessment Appeals**
  - Approximately \$37 billion of roll value before the Assessment Appeals Board and \$2 billion of roll value in the appeals process before the courts.
- **New Commercial Development**
  - 47 million square feet of commercial real estate development planned in the next 5 to 6 years.
  - 20 million square feet under construction projected in FY 17-19.
  - Staff valuation capacity – 2 million square feet annually of completed construction.



# FY 2017-19 ACRE Challenges – Cont'd

- **Assessment Property Tax System (ATS)** – Replacement of our aging legacy system (EZ Access) and a lack of qualified ATS Vendors.
- **Legislation and Litigation** – Genentech, Embedded Software, Intangibles, Aircraft Valuations, Affordable Housing Legislation.
- **Recruitment and Staffing Levels** – Impacted by a limited labor market for professional and technical staff, increased complexity of the work and increased workloads.
- **Potential Staffing Augmentation:**
  - Tyler Technologies Assessment Model Under Review.
  - May need to re-appropriate FY 16-17 budget allocation of \$1 million.



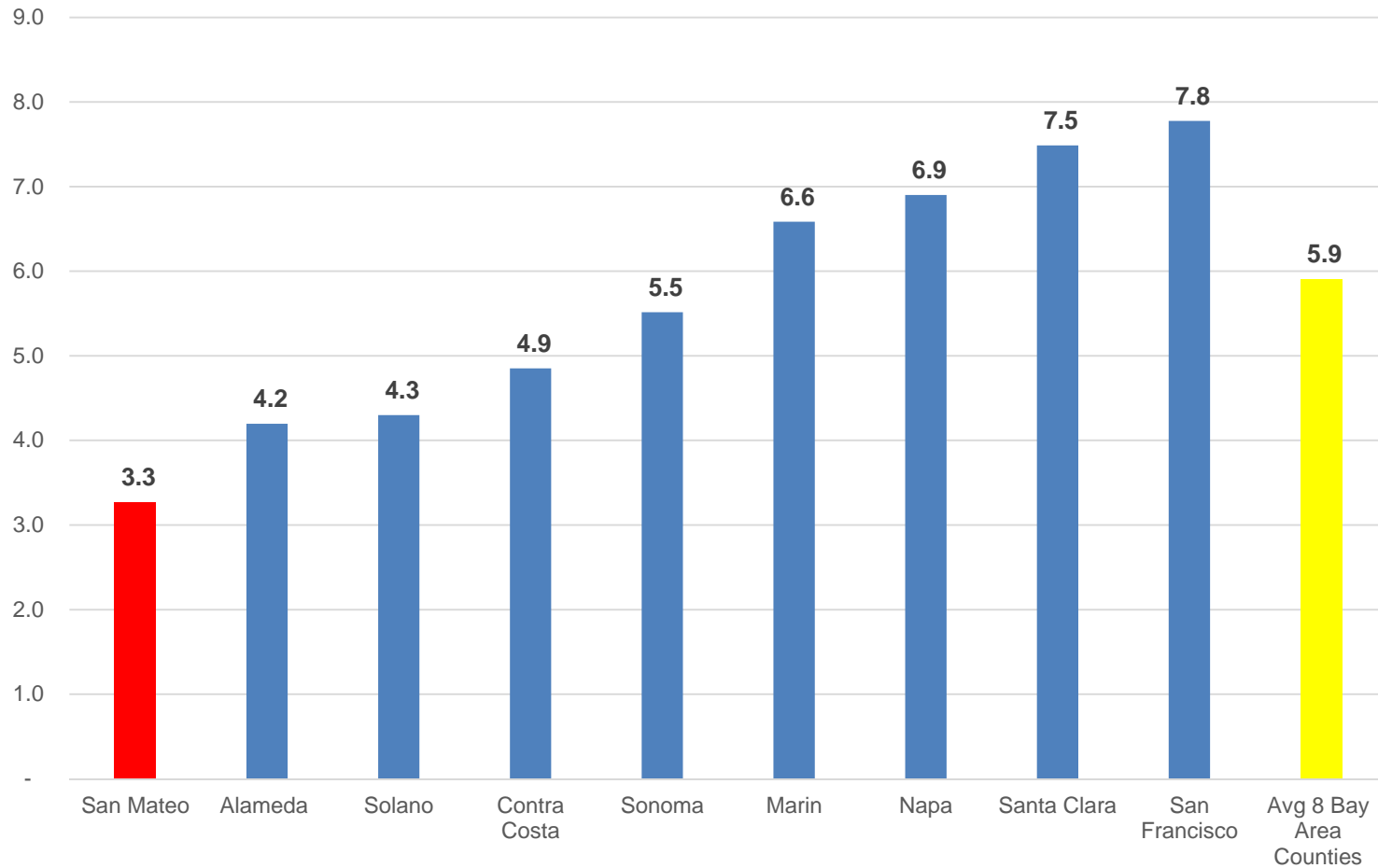
# FY 2017-19 ACRE Challenges – Cont'd

- **Elections Voting System**
  - The HART InterCivic Voting System nearing the end of its useful life
  - Limited replacement options due to State voting system certification requirements
  
- **Complex Election Environment – New State Legislation**
  - **SB 415** *California Voter Participation Rights Act*  
*(Odd- to Even-Numbered Year Elections)*
  - **SB 450** *(Vote by Mail Voting and Mail Ballot Elections)*
  - **AB 1461** *(California New Motor Voter Program)*
  - **AB 1436** *(Same Day Voter Registration)*
  - **AB 2252** *(Remote Accessible Vote by Mail Systems)*





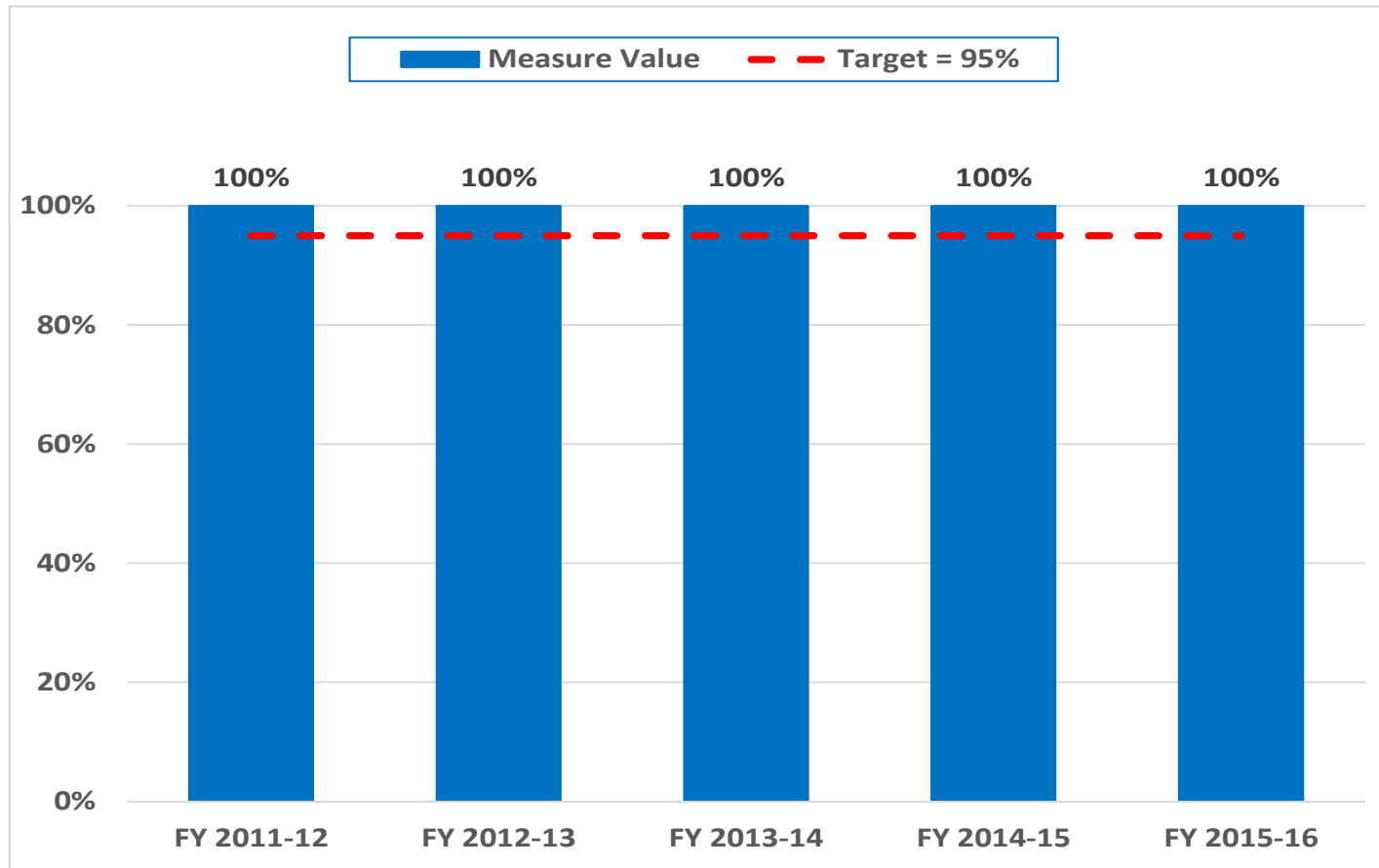
# Elections Staffing FTEs per 100,000 Registered Voters



COUNTY OF SAN MATEO

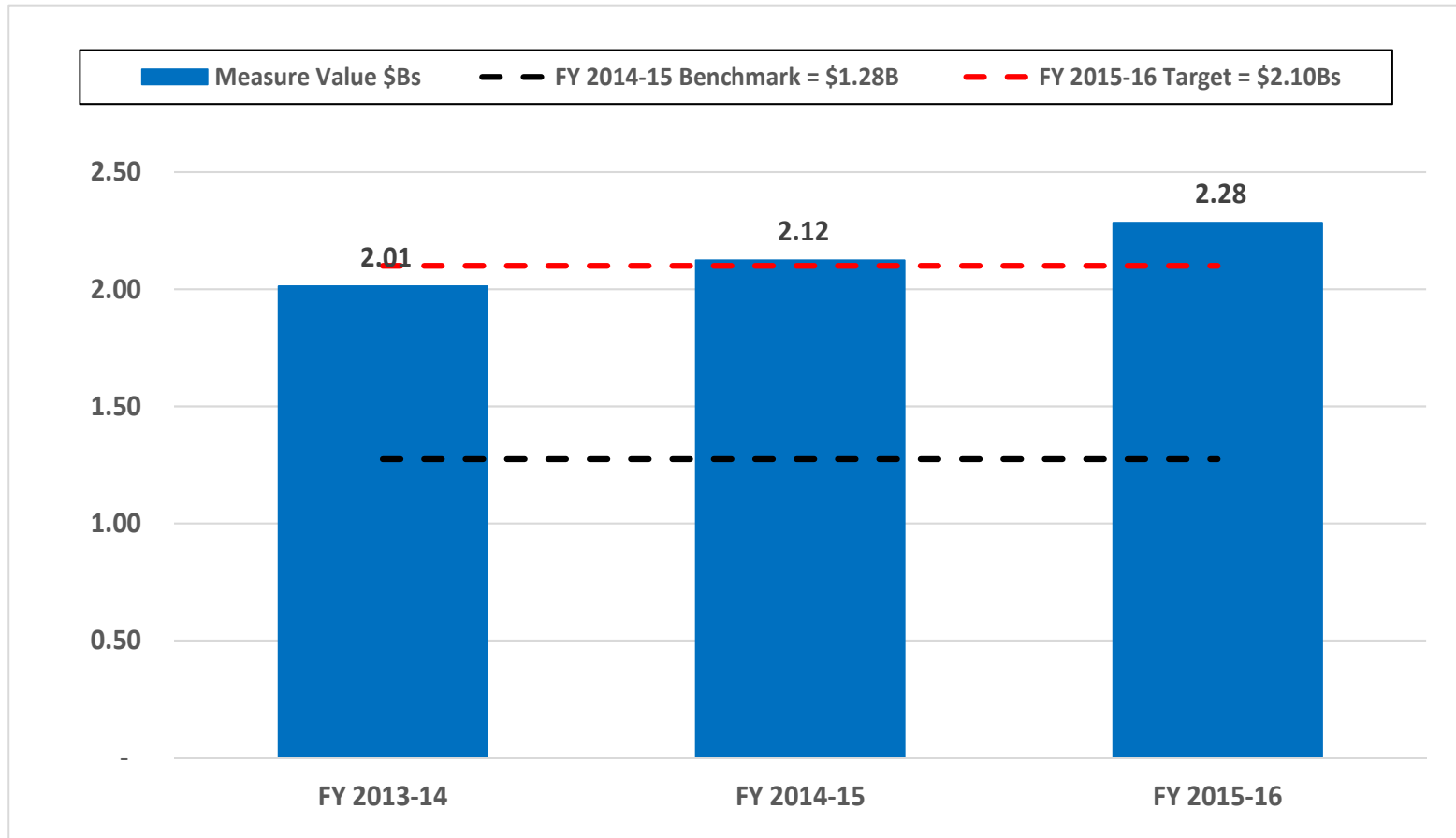


# Percent of Constitutionally-Mandated Real Property Activities Processed by Close of Roll Remains Steady at 100%

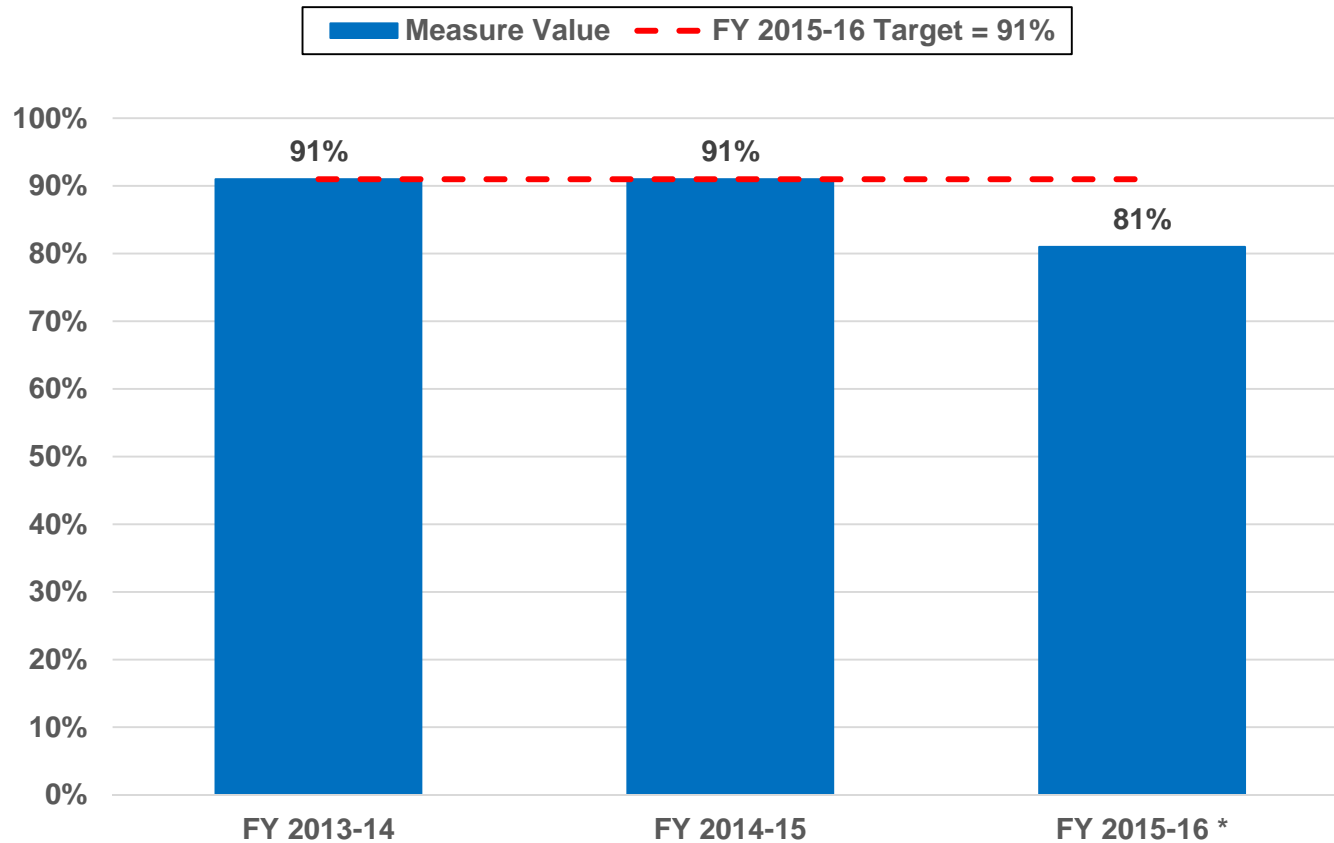


# Property Roll Value per Assessor Staff

## \$2.28 Billion/Assessor Staff



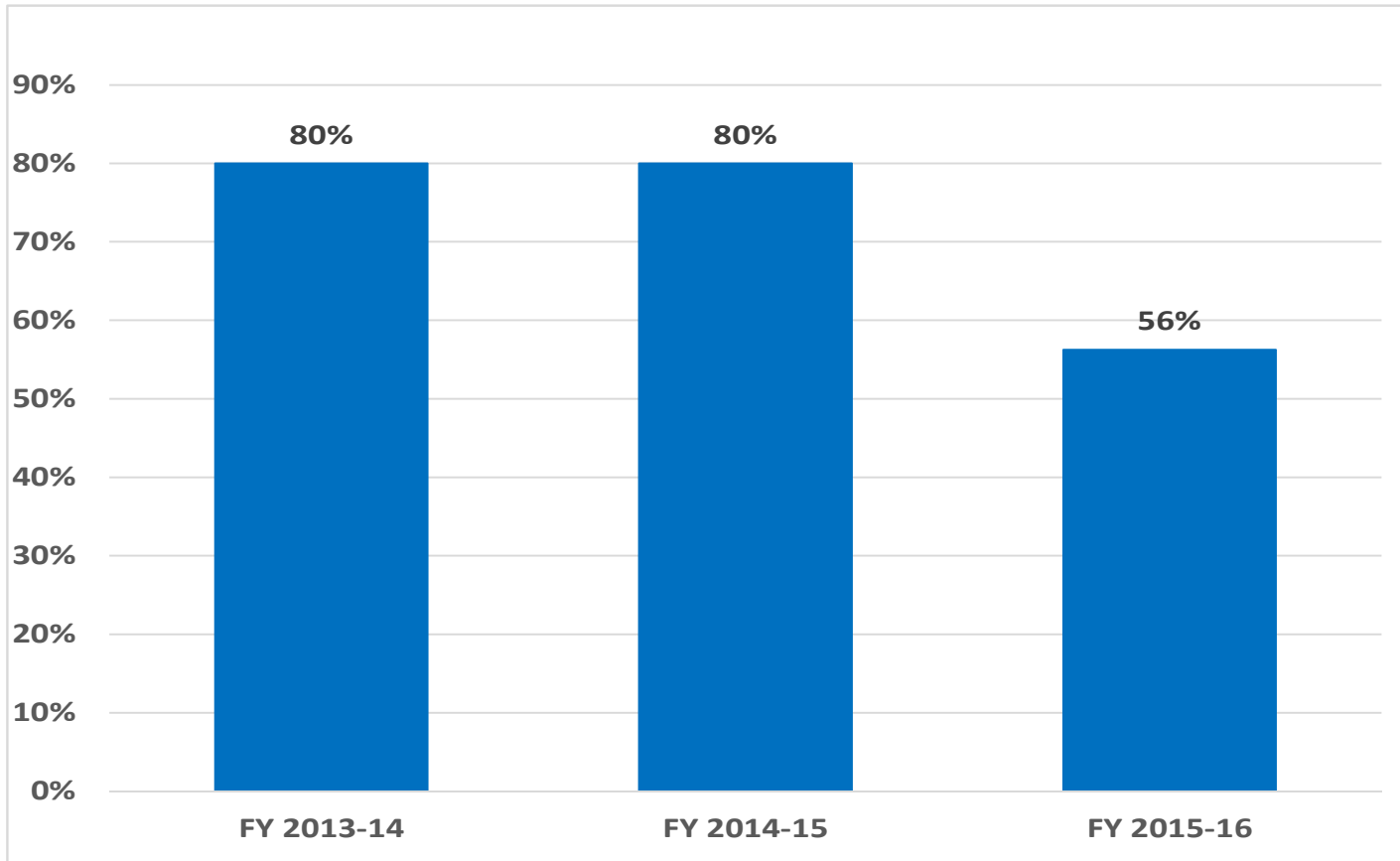
# Customer Survey Respondents Rating Services as Good or Better



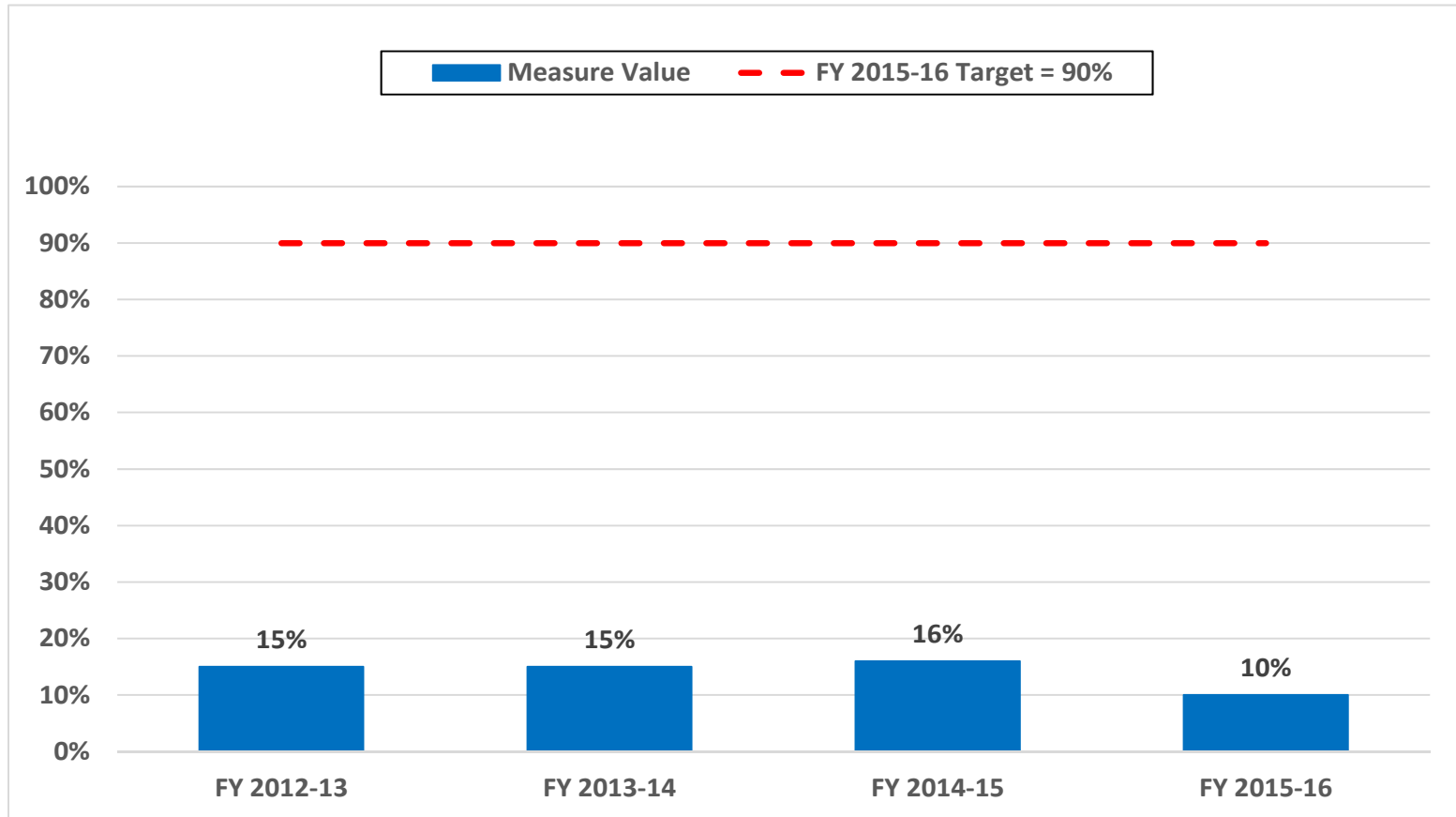
\* 107% increase in passport processing services over previous year resulted in long lines at the counter adversely affecting customer survey ratings



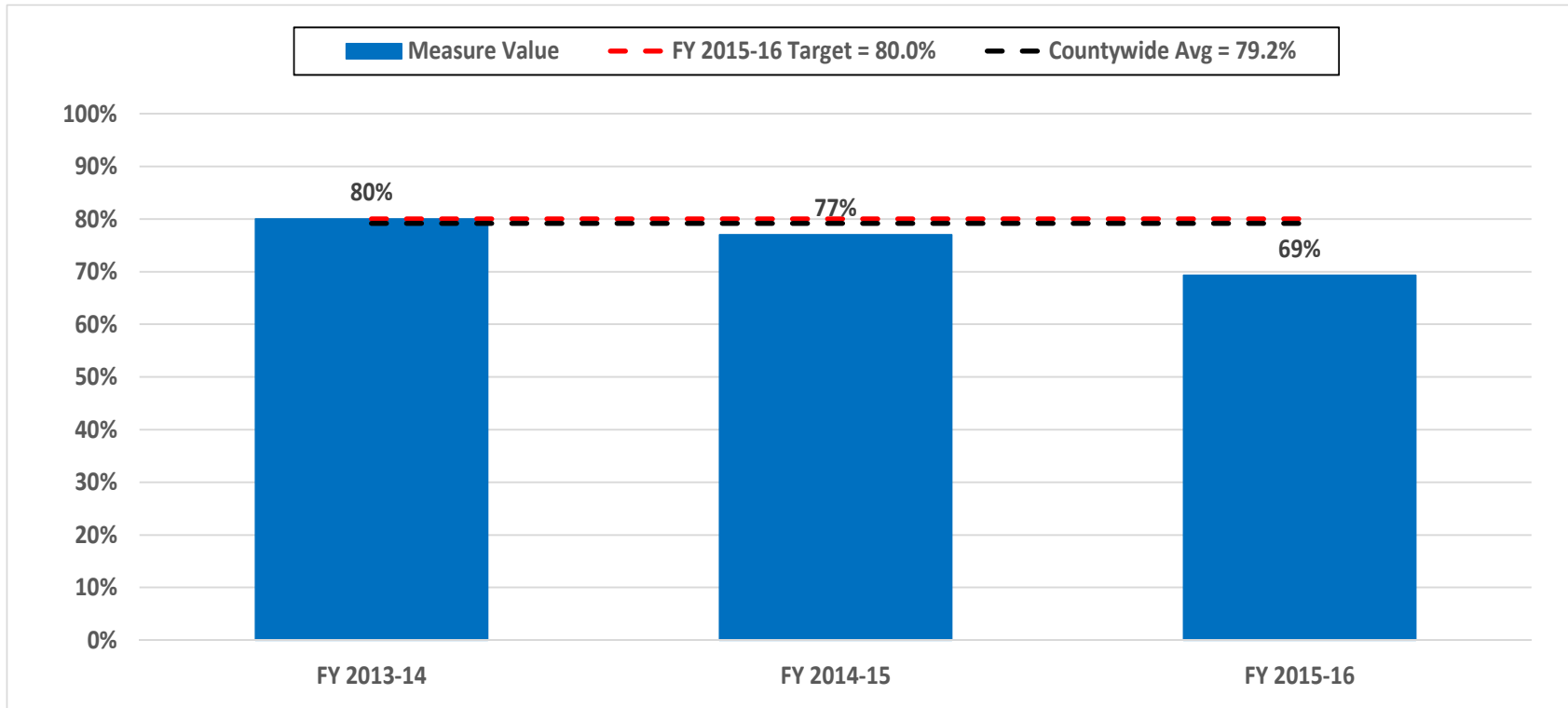
# Percent of Performance Goals Met



# Percent of Employee Evaluations Completed Annually

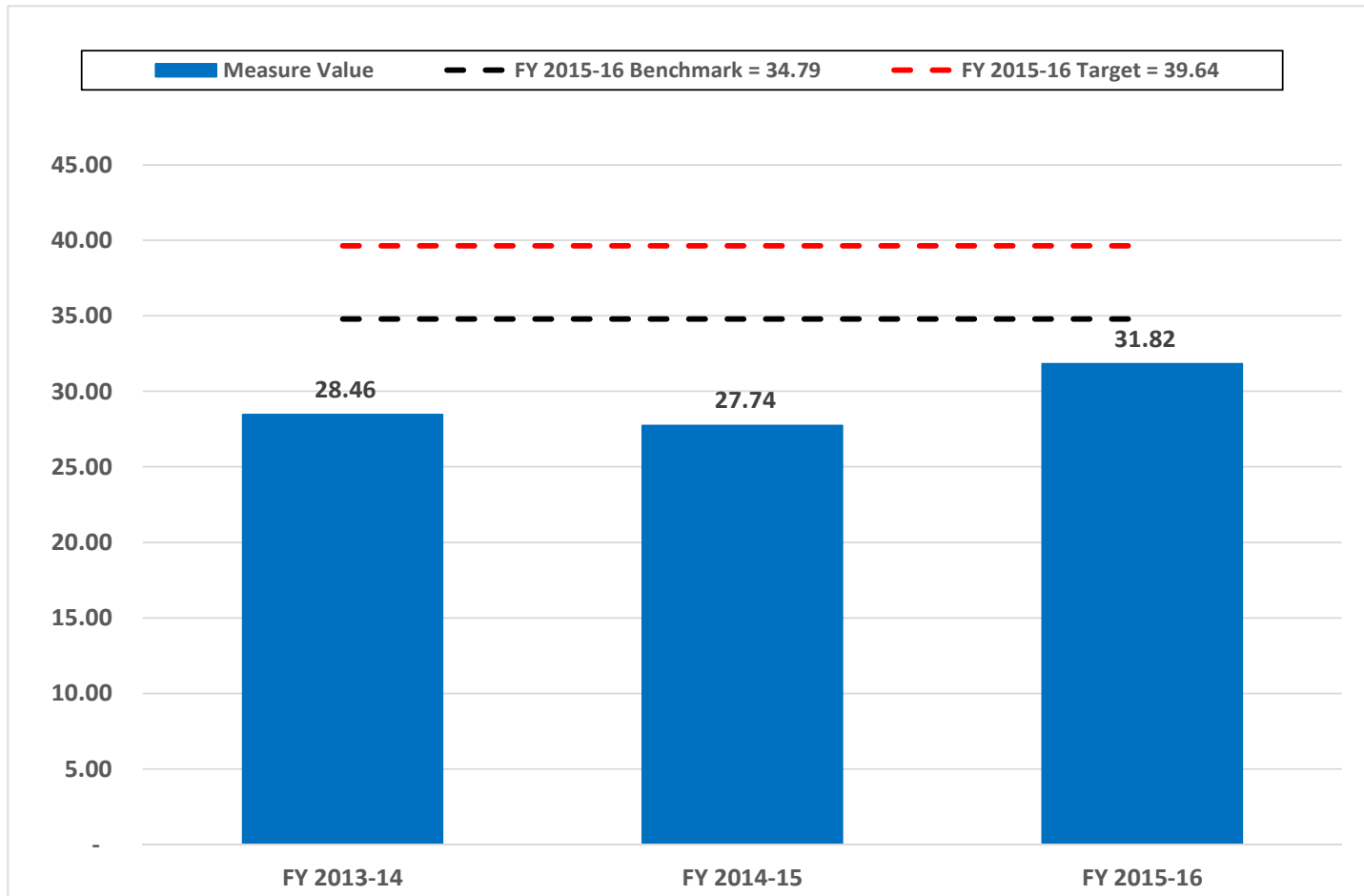


# Percent of Employees Rating Experience Working for the County as Good or Better



- \* The 2014-15 Employee Engagement Survey reports that for ACRE employees:
- 83% are proud to work for the Department
  - 82% like the work they do
  - 82% feel their job is more than "just a job."

# Cost per Capita Compared to Bay Area Counties





Thank you!

Questions?



**COUNTY** OF **SAN MATEO**



**COUNTY OF SAN MATEO**



# **Controller's Office**

## **FY 2015-17 Performance Report**

**Juan Raigoza**

**Controller**

November 15, 2016

# Our Mission

The Controller's Office contributes to the financial transparency and operational effectiveness of the County by providing quality accounting, financial reporting, auditing, and payroll services to County departments, local government agencies, and taxpayers.



# Overview

Our commitment is to continuously:

- Provide excellent customer service.
- Help the County use resources efficiently and effectively.
- Enhance the transparency, presentation, and accessibility of financial information.



# Financial Awards

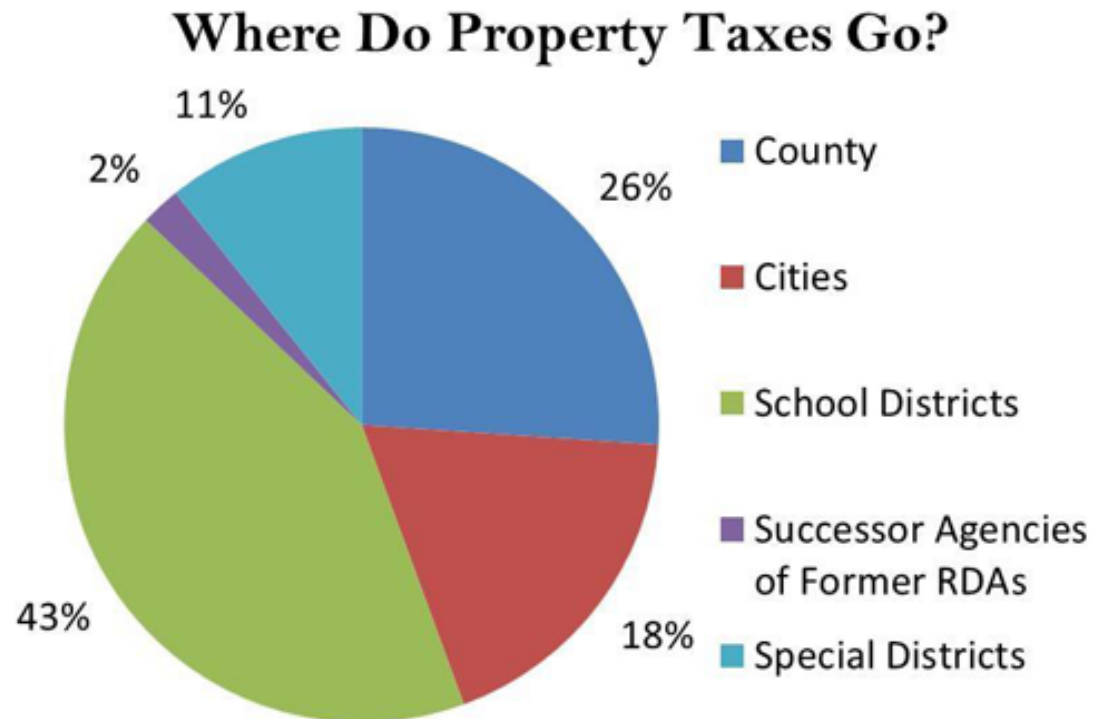
County's CAFR received clean opinion from external auditors.

Received GFOA award for excellence in financial reporting for the 16<sup>th</sup> consecutive year.

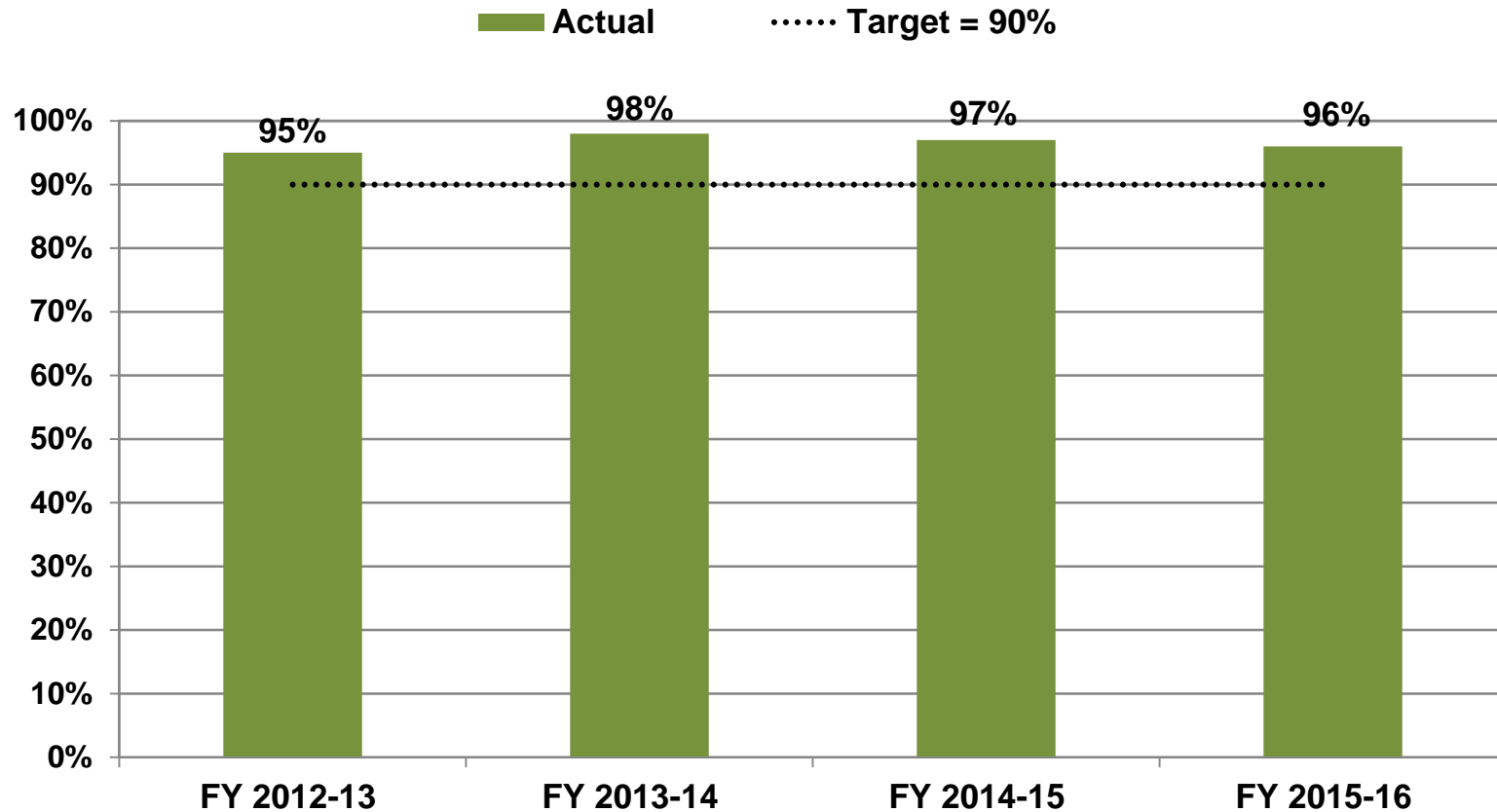


# Property Taxes Distribution

- Distributed all property taxes on-time.
- In FY 2015-16, \$2.4 billion was distributed to taxing agencies.



# Percent of Customer Survey Respondents Rating Services Good or Better



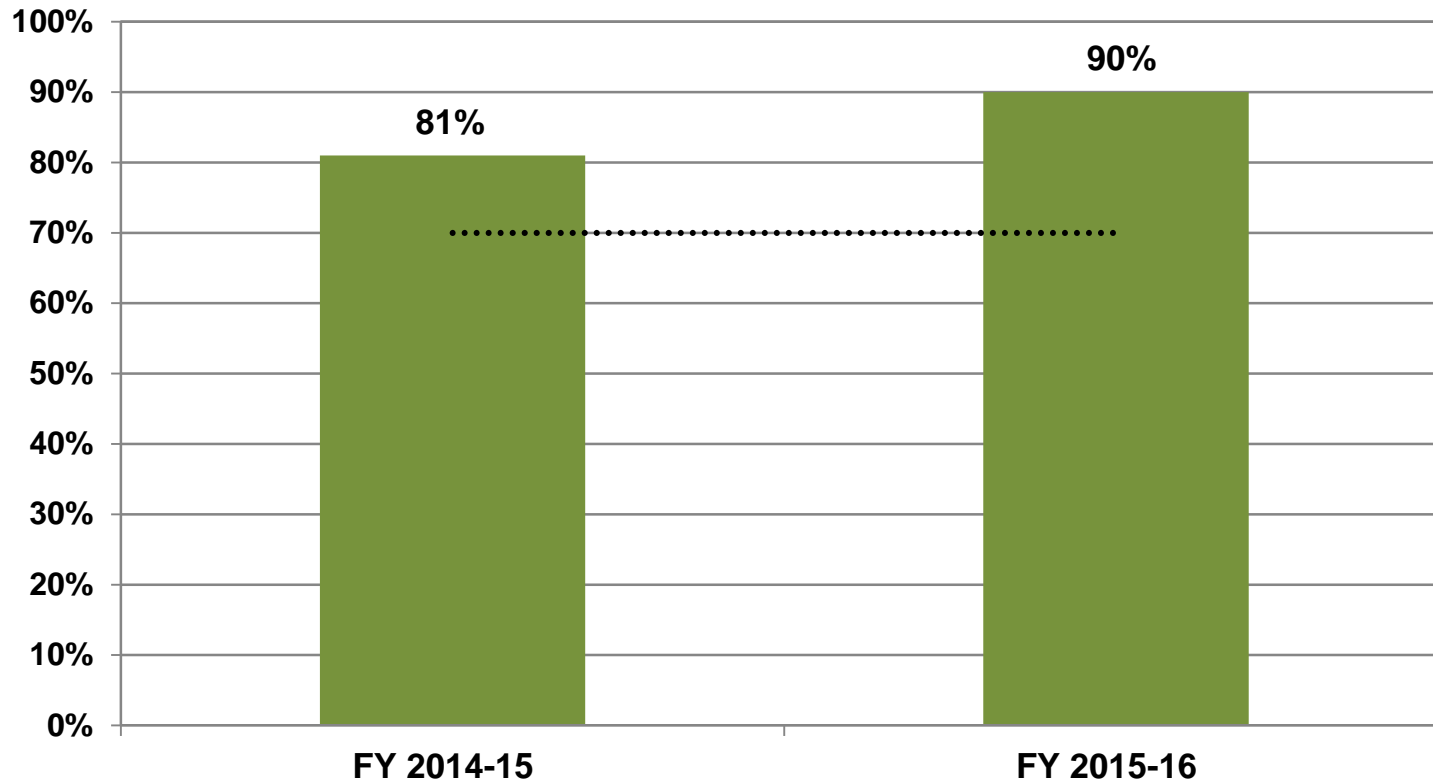
415 out of 431 customers rated our services as good or better.



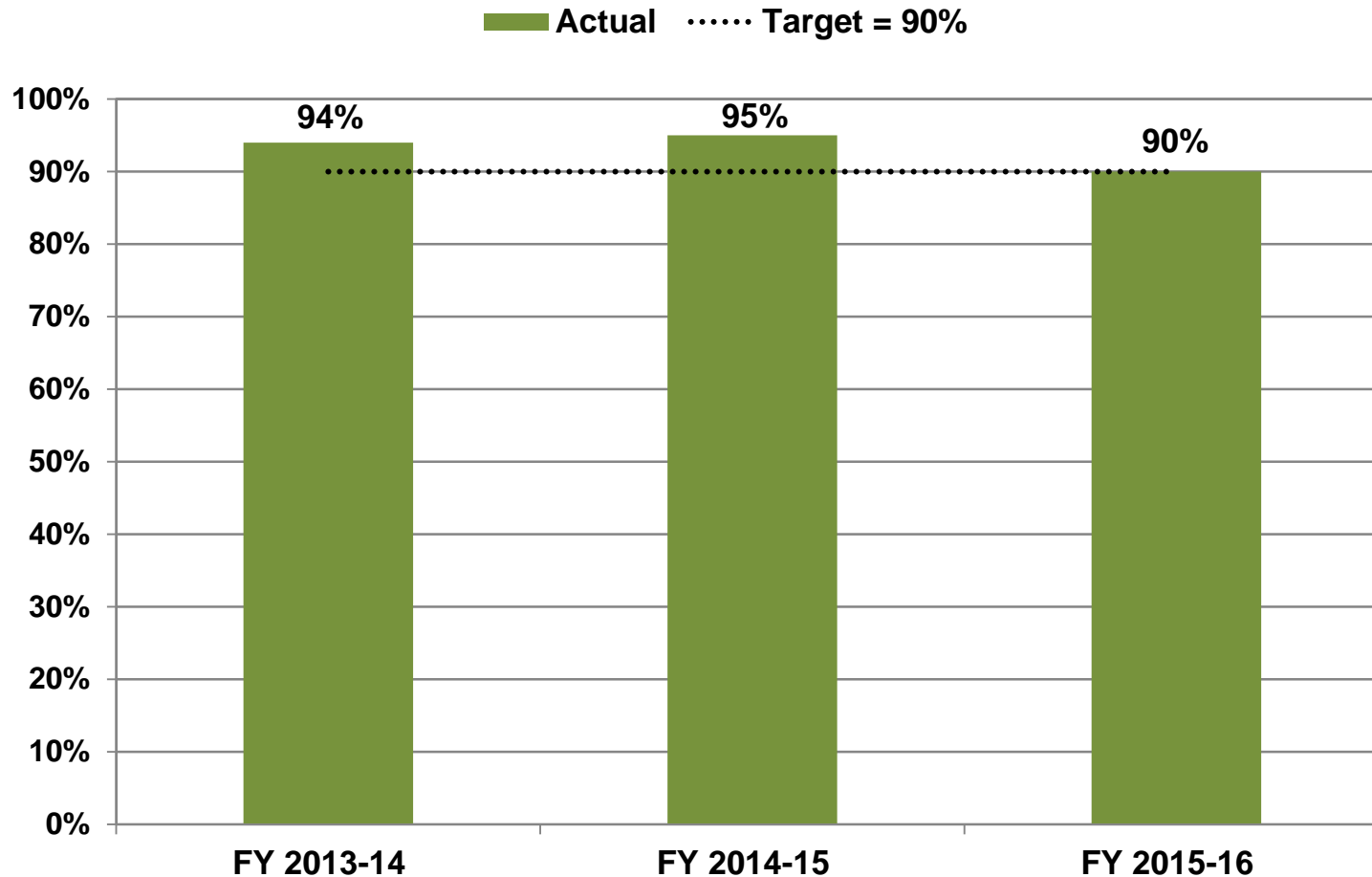


# Percent of Employee Evaluations Completed Annually

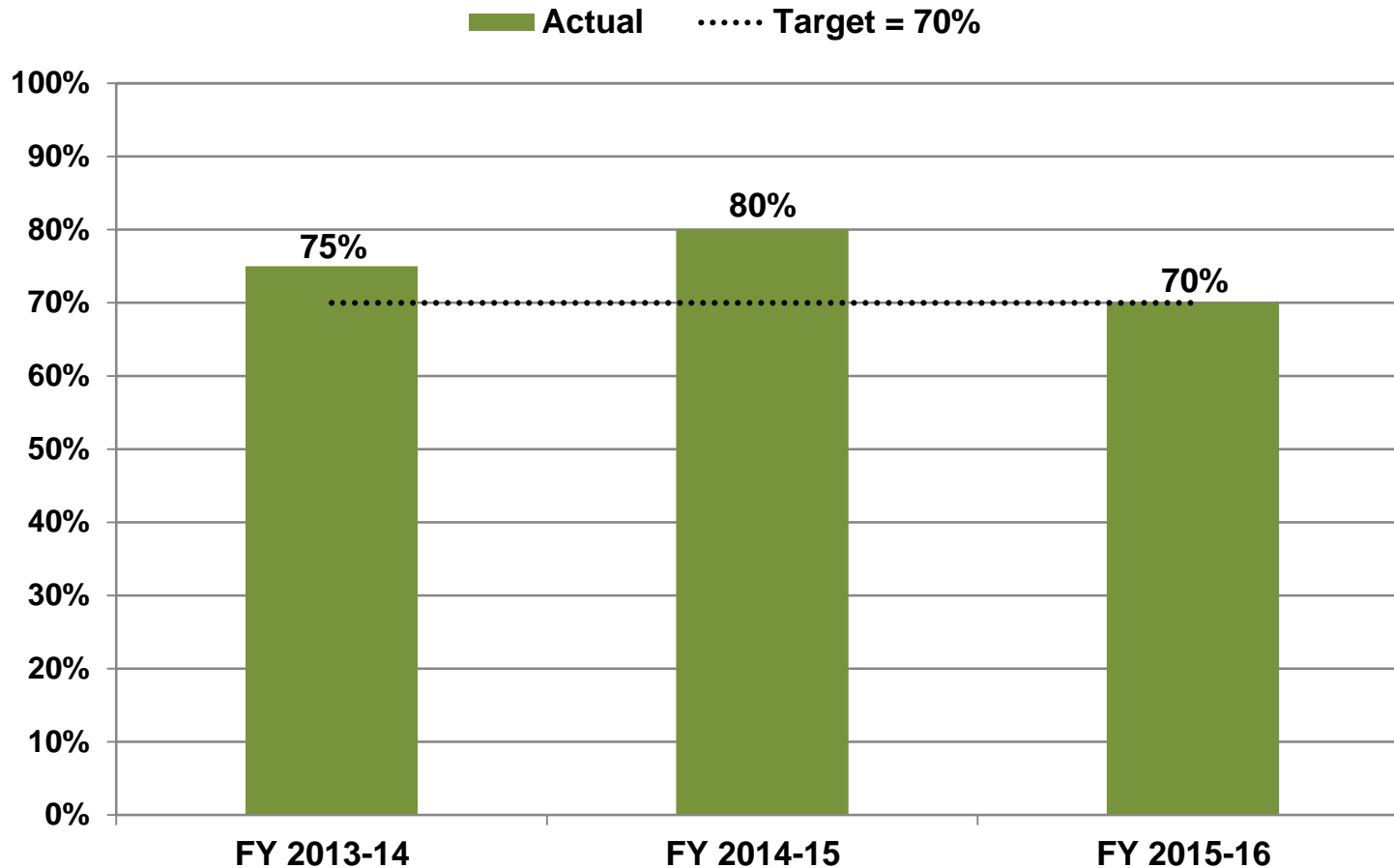
■ Actual ..... Target = 70%



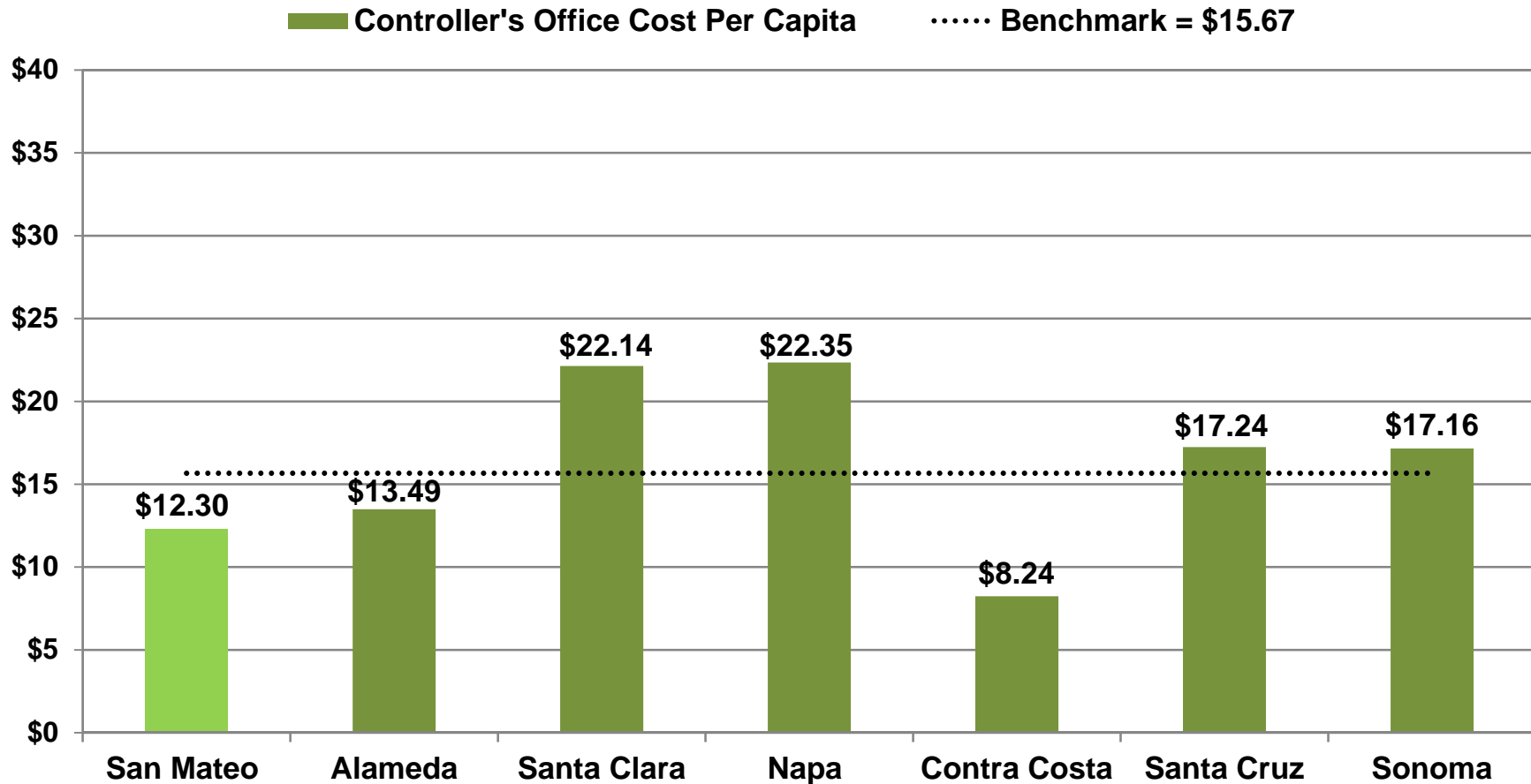
# Percent of Performance Goals Met



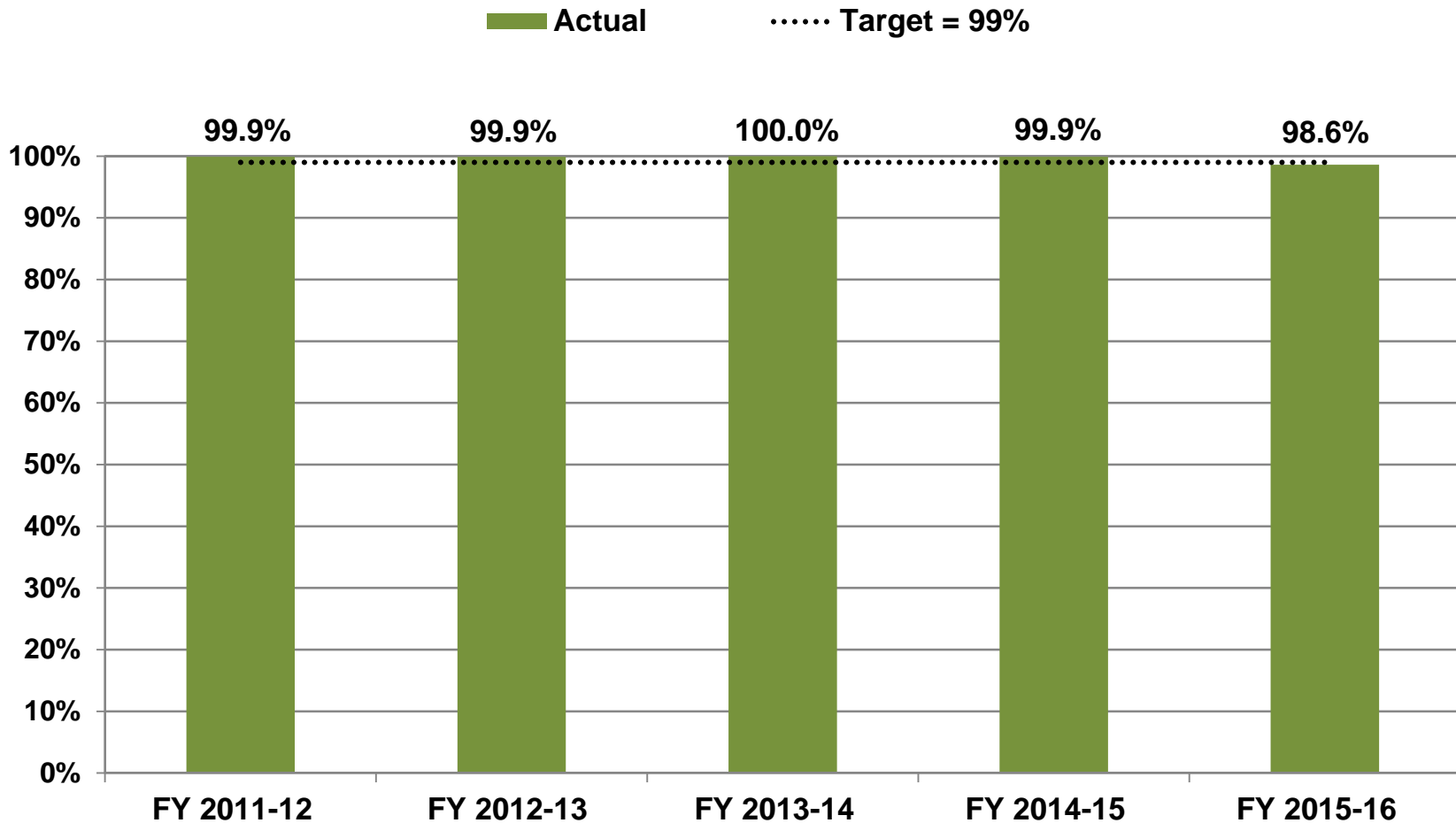
# Percent of Employees Rating Experience Working for the County as Good or Better



# FY 2015-16 Controller's Office Cost Per Capita



# Percent of Payroll Payments Issued Correctly



# FY 2015-16 Highlights

- County's CAFR and PAFR received GFOA award for excellence in financial reporting for the 16th and 14th consecutive years, respectively.
- County received SCO's Award for Counties Financial Transactions Report
- Recovered VLF and Triple-flip shortfalls totaling \$14.9 million from the State.
- Upgraded County's financial accounting system and optimized the payroll system functions.

Recovered VLF & Triple-flip Shortfalls	
County	\$ 2,853,248
Cities	\$ 12,024,548
<b>Total</b>	<b>\$ 14,877,796</b>



# FY 2015-16 Highlights

- Recovered \$1.5 million in disallowed costs from the State.
- Issued Property Tax Highlights Publication.
- Performed internal control reviews of information systems.
- Worked with other departments to begin replacement of County's assessment and property tax system.



# FY 2016-17 Priorities

- Continue to enhance County's financial accounting, timekeeping, and payroll systems.
- Continue performing operational and information system audits to improve efficiency, effectiveness, and internal controls.
- Continue development and testing of disaster recovery plans for both systems and business processes to ensure business continuity.
- Select and start implementation of new property tax system.
- Move County's timekeeping system to hosted environment.
- Continue to improve transparency of financial reports - CAFR, PAFR, and Property Tax Highlights Publication.





# FY 2017-19 Goals

- Implement GASB Pronouncement No. 74 and 75 - related to accounting and reporting for Post-Employment Benefits.
- Upgrade County's financial accounting system.
- Perform internal control reviews of County operations and programs.
- Implement an updated accounts payable solution.
- Perform construction audits and continue information system audits.
- Continue to implement property tax solution.



# FY 2017-19 Challenges

- Recruiting and retaining qualified employees.
- Prioritizing high-impact projects.
- Developing and testing plans to ensure business continuity.



**COUNTY** OF **SAN MATEO**





# COUNTY OF SAN MATEO





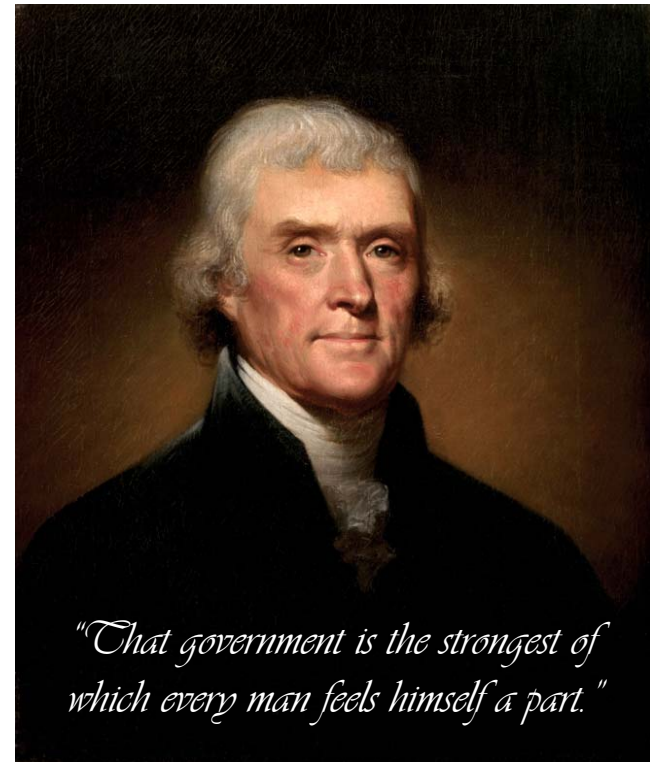
# Information Services Department

**Jon Walton, CIO**  
November 15, 2016



# Department Mission Statement

Support the goals of good government through innovative solutions, excellent customer service, and greater access to information.

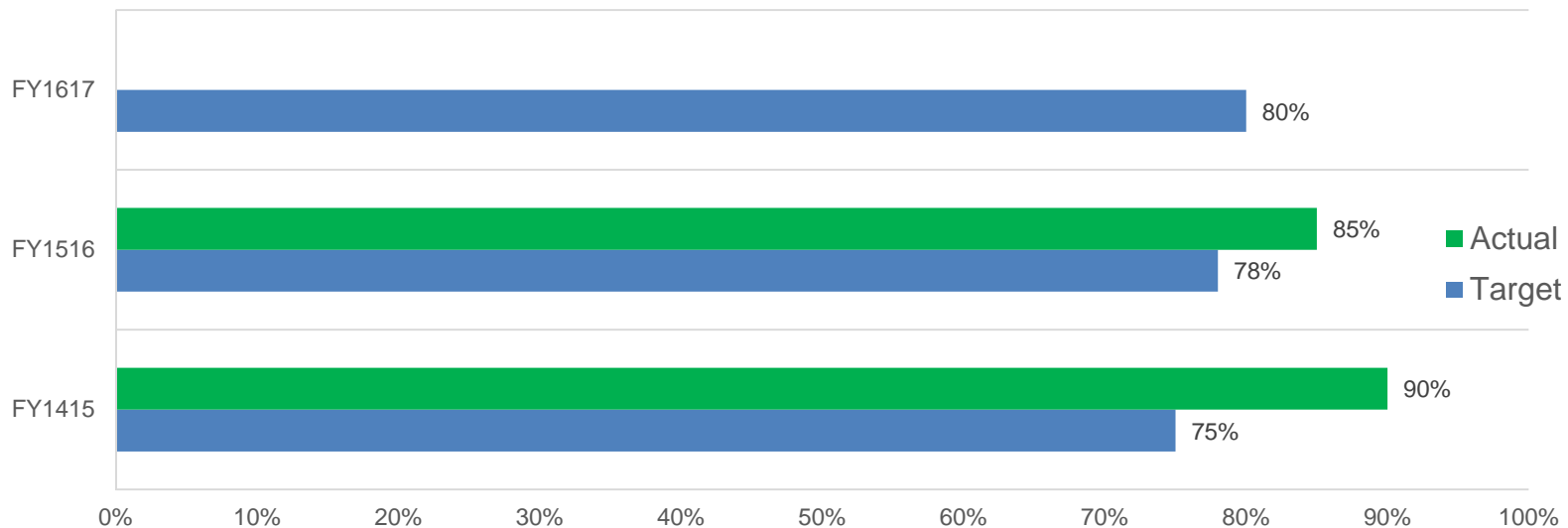


# Department Headline Measures





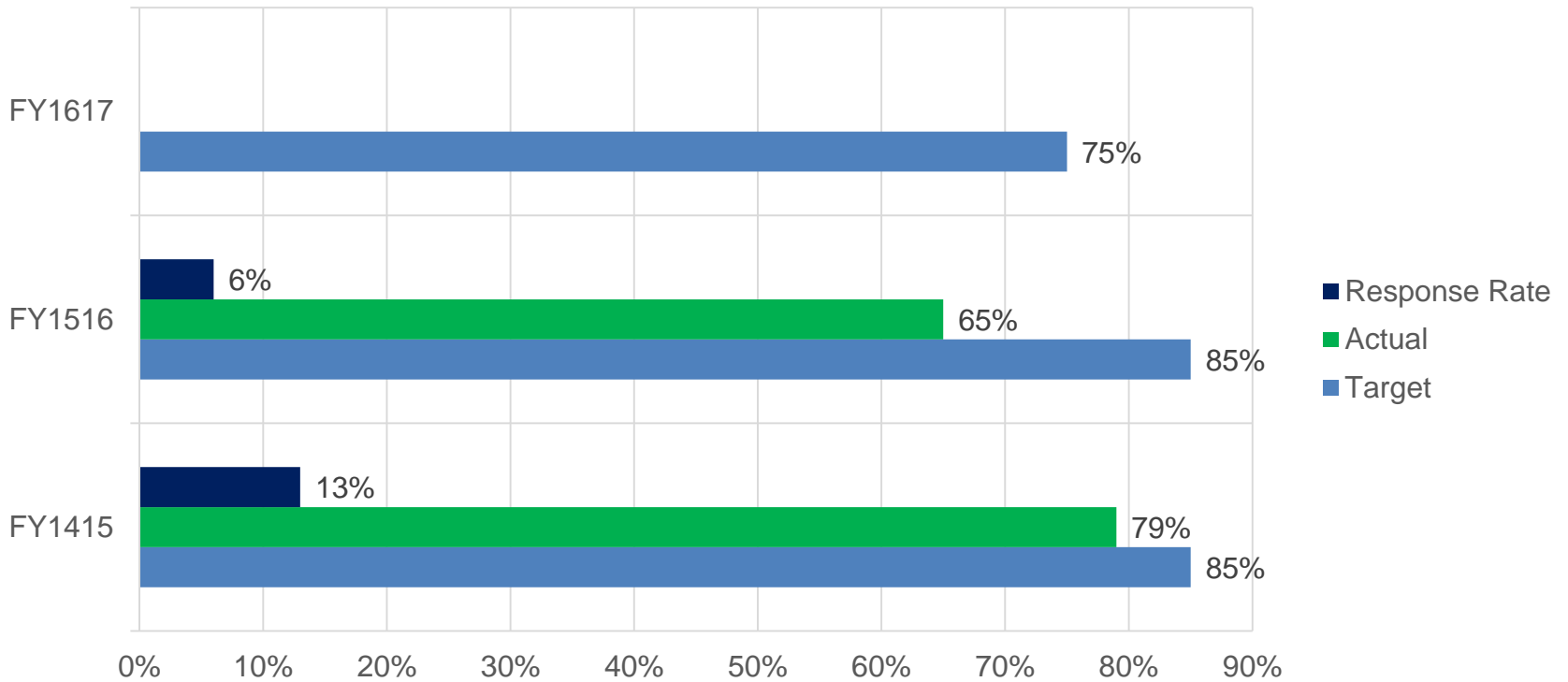
# Percentage of Projects Completed on Time and on Budget with a Customer Satisfaction Rating of Good or Better



- 68 Medium and Large Projects Completed
- 6 Strategic Initiatives Completed



# Percent of Customers Survey Respondents Rating Overall ISD Services Good or Better



# FY1516 ISD Division Measures

Department Headline		Target	Score
	Project On Time and Budget	78%	85%
	Overall Customer Satisfaction	85%	65%
<b>Administration</b>			
	IT staff per FTE Countywide	3.75%	3.43%
	Admin Customer Sastisfaction	85%	43%
	% Employee Evaluations Completed	95%	95%
	Employee Engagement	75%	67%
	Department Wide Goals Met	60%	73%
<b>Client Support</b>			
	% Tickets Resolved on first call	51%	60%
	% Severity 1 tickets responded to in 1 hour	85%	91%
	Clients Support Satisfaction	85%	90%
<b>Systems Availability</b>			
	Uptime of Key systems (phone, radio, etc.)	99.70%	99.90%
	% Severity 1 tickets responded to in 1 hour	85%	80%
	Systems Availibity Satisfaction	85%	85%
<b>Innovation</b>			
	County employee annual IT support cost	\$655	\$651
	Number of visits on Open Data site	200	2,819
	Innovation Satisfaction	85%	100%

- General trends are up on most measures.
- Action plans for improvement areas.
- Completed the reclassification study and reorganization in.
- Continued focus on employee engagement and customer satisfaction
- Measures and baselines will be updated in FY1718.



# Results and Action Plan

## **FY 2015-16 Results:**

- Meet or exceeded goals in 11 of 14 key measures.
- Identified areas for improvement
  - Contract service charges, Customer billing, Video Conferencing, and SharePoint
- Completed the reclassification study and reorganization of department

## **FY 2016-17 Improvement Plans:**

- Re-engineer finance and budget processes
- Upgrade video conferencing infrastructure
- Eliminate direct charges for contract management
- SharePoint and Office 365 training for County staff



# ISD FY 2015-16 Highlights

- Overhaul of the core network completed
- Open Data program increased significantly
  - Won Public Technology Institute (PTI) Award
- Launched Measure A website
- Increased SMC Public WiFi sites to 24
- Completed Criminal Justice Integration (CJI) Portal
- Moved from GroupWise to Office 365
- GIS Property Information Portal
- Enhanced HOJ cell coverage
- Upgraded Help Desk Portal



# ISD FY 2017-19 Goals

- Make changes to improve Customer Satisfaction
- Continue to Deliver Projects on Time and On Budget
- Champion Smart Cities and Connected Communities initiatives
- Engage public through Public WiFi, Open-SMC apps, data-driven storytelling, and new datasets
- Focus on SharePoint and Office 365 training
- Improve enterprise video conferencing capabilities
- Enhance and consolidate County security and compliance
- Expand technology solutions for Disaster Recovery



# Ongoing Measure A

- Cloud Backup of Data
- Geographic Information System – Enterprise System
- Network Fiber
- SMC Public WiFi
- Network Edge and Enterprise WiFi
- Video Conferencing
- Server Upgrades and Security

# New Measure A

- Voice System Replacement
- Dual high speed Internet Connectivity



# ISD FY 2017-19 Challenges

- Implement rigorous customer satisfaction metrics
- Complete department remodel & organizational redesign
- Replace aging Infrastructure and end-of-life systems
- Enhance security and compliance
- Increase bandwidth for cloud applications
- Counter countywide employee “change fatigue” with additional training





**Thank You!**

**Questions?**



**COUNTY** OF **SAN MATEO**



# COUNTY OF SAN MATEO



# Office of the County Counsel

**John C. Beiers**  
**County Counsel**  
November 15, 2016

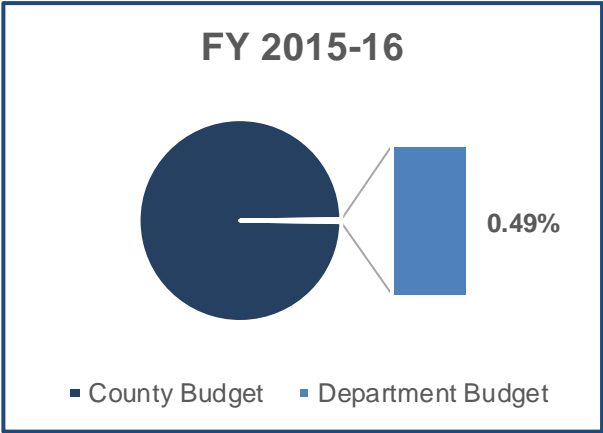
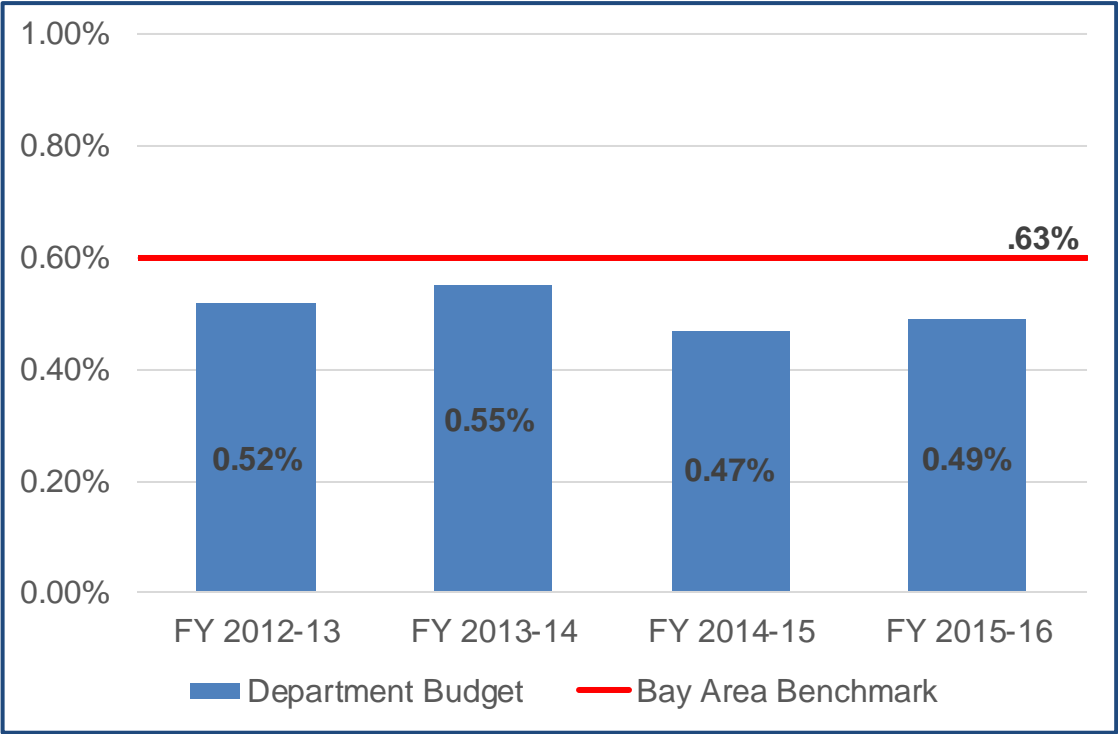


# Mission Statement



We provide quality and timely legal services to the Board of Supervisors, County Manager, elected and appointed County officials, all County departments, and other public agencies operating within the County, thereby allowing them to further the public interest and conserve public resources in a manner fully consistent with the law.

# Department's Budget as a Percent of the County's Total Budget

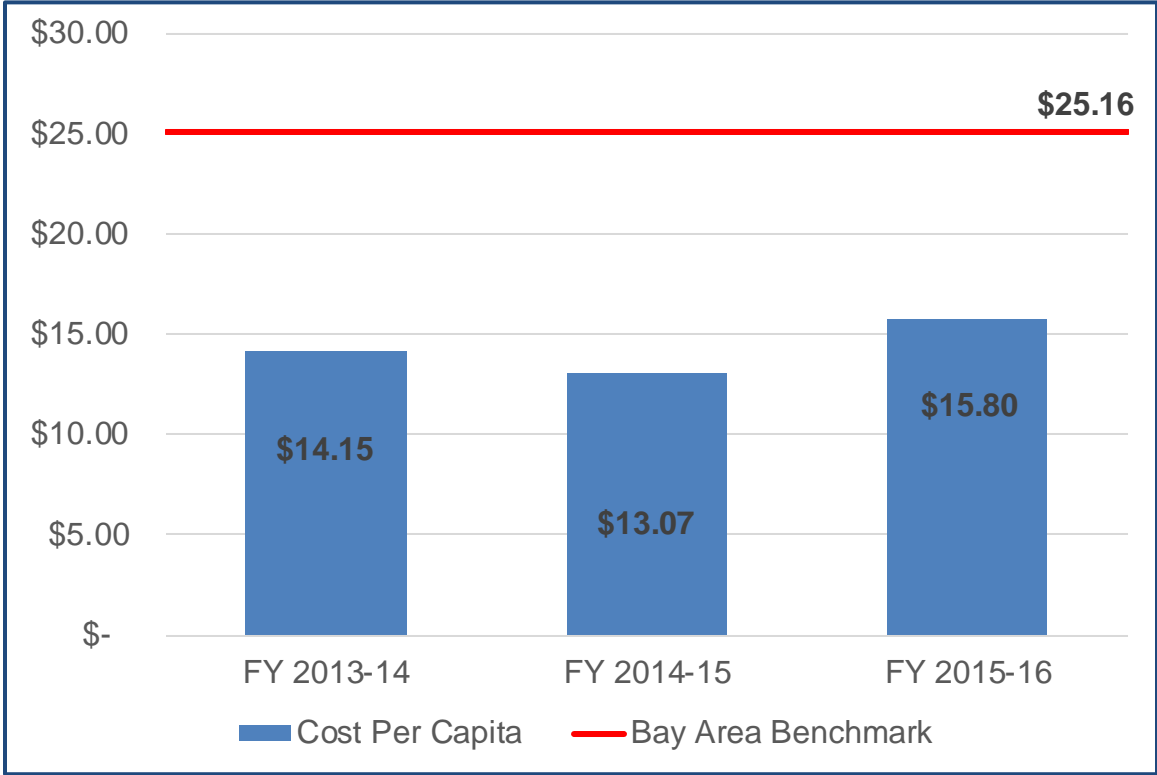


Compared to the Bay Area benchmark, which represents the weighted average of all nine of the Bay Area counties



# Cost per Capita

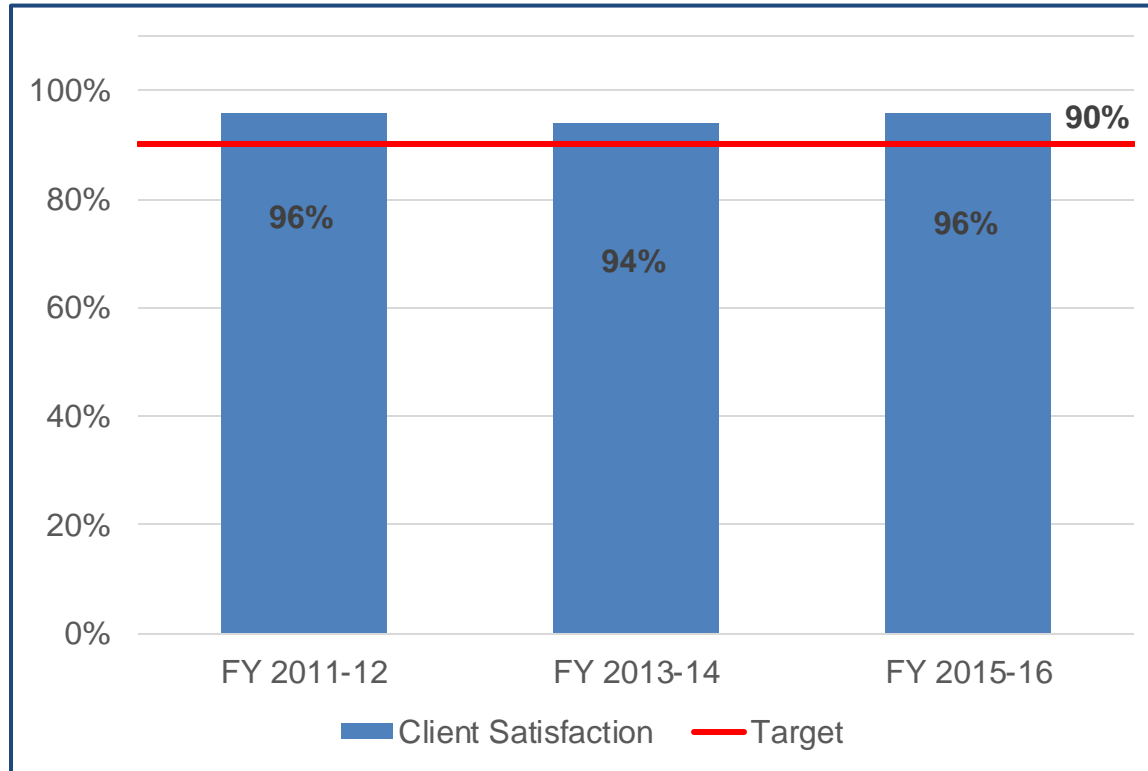
Based on the Countywide Population



Compared to the Bay Area benchmark, which represents the weighted average of all nine of the Bay Area counties



# Percent of Clients Rating the Department's Legal Services as "Exceeding" or "Meeting" Their Expectations

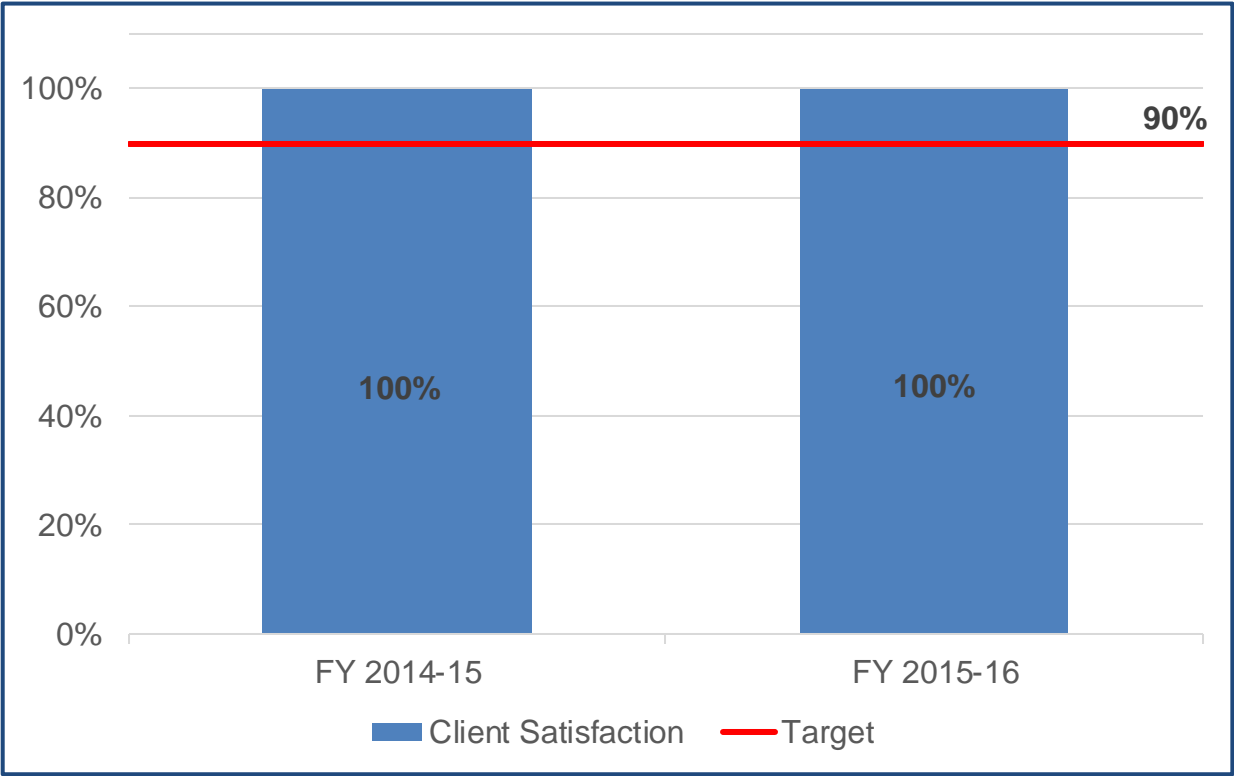


**124** Responses Received In FY 2015-16  
**44%** Response Rate In FY 2015-16





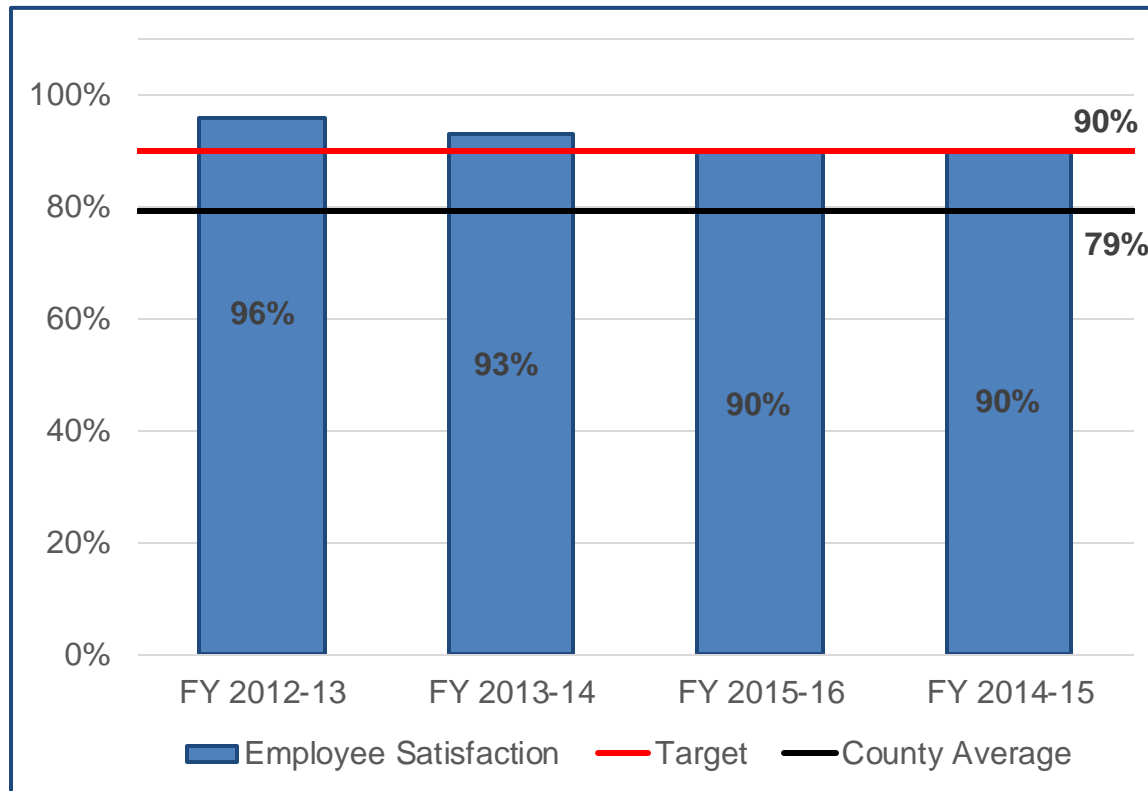
# Percent of Post-Litigation Client Satisfaction Ratings Listed as "Very Satisfied"



**12** Responses Received In FY 2015-16  
**38%** Response Rate In FY 2015-16



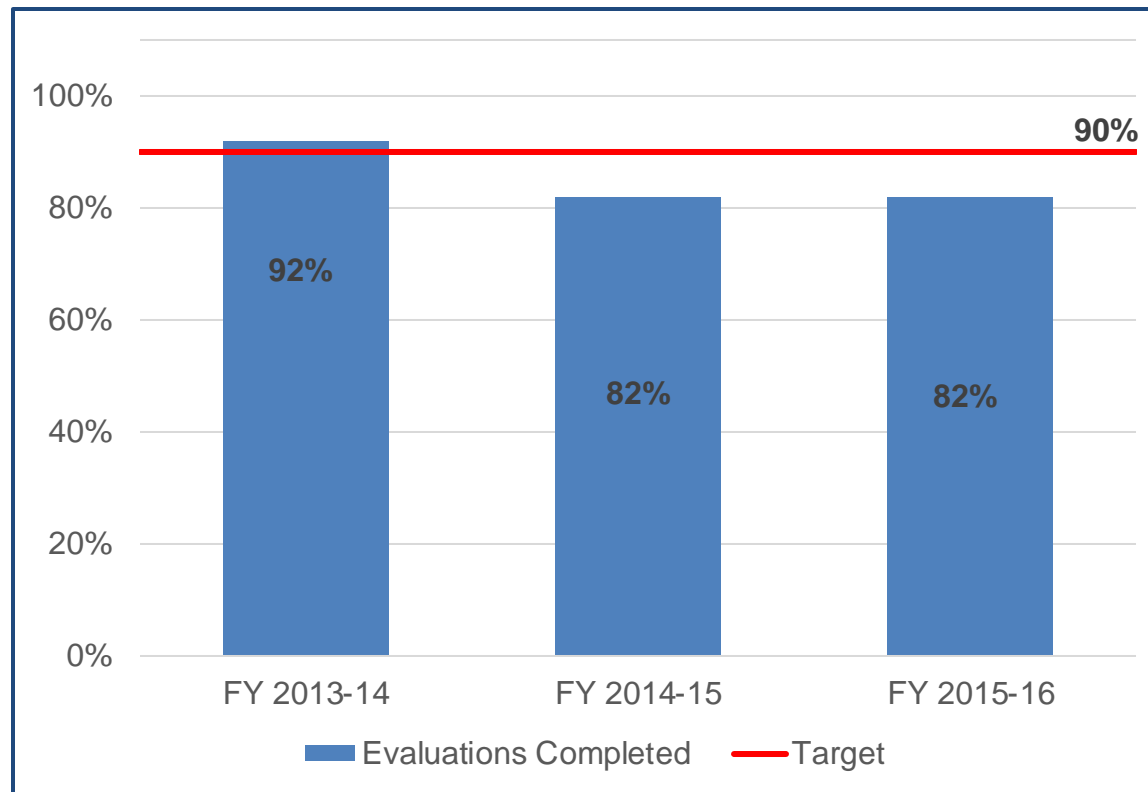
# Percent of Employees Rating Experience Working for the County as "Good" or "Better"



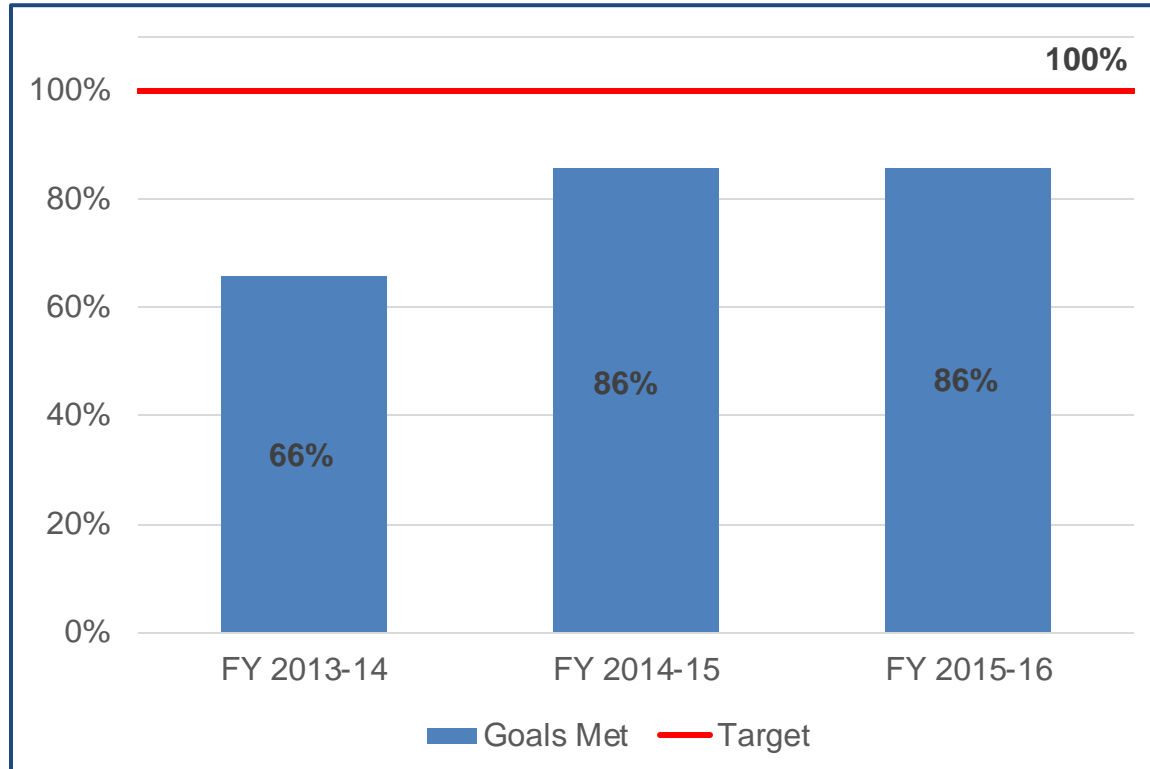
**39** Responses Received In FY 2015-16  
**91%** Response Rate In FY 2015-16



# Percent of Employee Evaluations Completed Annually



# Percent of Performance Goals Met



# FY 2015-17 Highlights

- Formation of the Peninsula Clean Energy Authority in cooperation with all twenty cities
- Extension of Measure A sales tax (i.e. Measure K)
- Recovery of more than \$71 million from the Lehman Brothers bankruptcy and related civil litigation and more than \$1.1 million from the County's municipal derivatives litigation
- Support in connection with the reissuance of refunding bonds which saved the County in excess of \$20 million



# FY 2015-17 Highlights

- Formation and implementation of the Elder and Dependent Adult Protection Team (EDAPT)
- Launch of The Big Lift school readiness program
- Creation of a living wage ordinance
- Successfully defended numerous litigation matters (e.g., the Webb Ranch jury trial)



# FY 2017-19 Goals

- Affordable / workforce housing
- Safe schools / communities
- Managing sea level rise
- Preventing elder abuse
- Drones
- Data sharing
- Employee wellness
- Medical malpractice
- Short-term rental regulations
- County capital projects
- Airport management
- Peninsula Clean Energy
- The Big Lift
- Veterans Commission
- Increased commission representation



# FY 2017-19 Challenges

- Greater demand for services related to the coordination of regional, multi-jurisdictional, and cross departmental projects (e.g., housing, marijuana, safe schools / communities, etc.)
- Increasing e-discovery and electronic document management requirements
- Growing complexity in the legal environment
- Limited office space





# COUNTY OF SAN MATEO





# COUNTY OF SAN MATEO



# **County Manager's Office/ Clerk of the Board**

## **FY 2015-17 Performance Report**

**John L. Maltbie**  
November 15, 2016

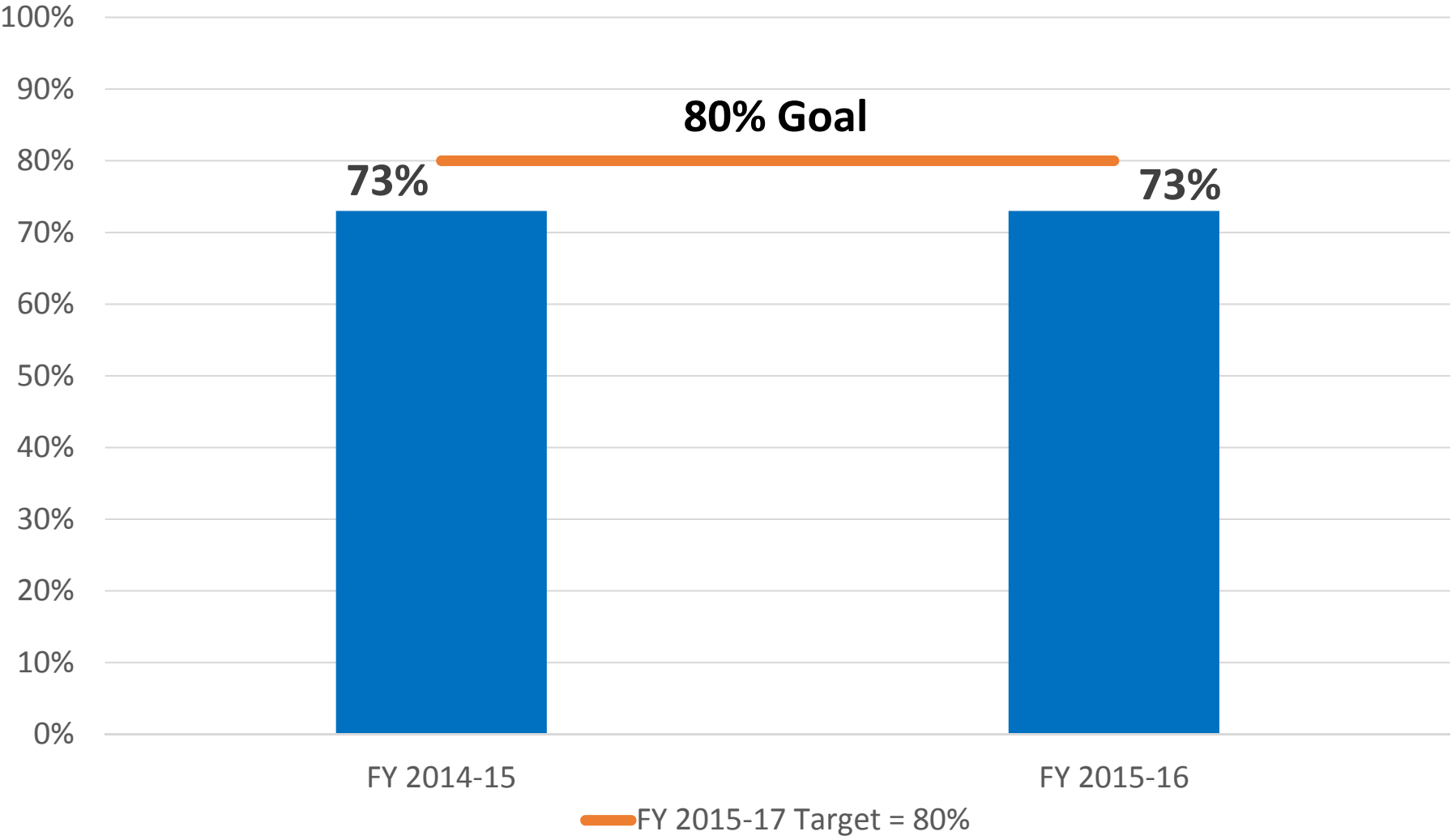


# Mission Statement

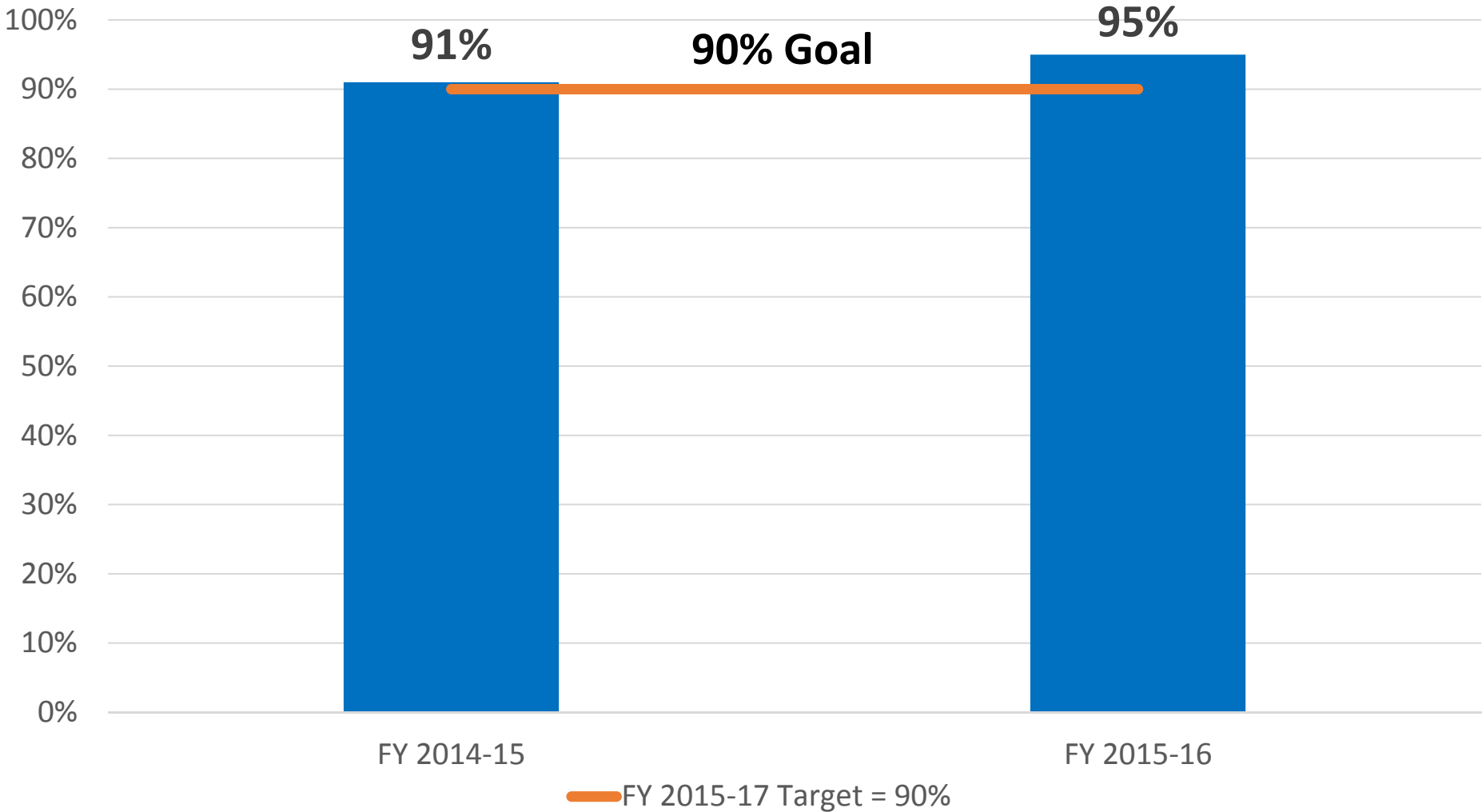
The County Manager/ Clerk of the Board implements Board policies by coordinating the work of County departments toward the shared vision of a healthy and safe, livable, prosperous, environmentally conscious and collaborative community.



# Percent of Countywide Performance Goals Met



# Percent of Customer Survey Respondents Rating Services as Good or Better (Countywide)



# Aaa/AAA Credit Ratings from Moody's and Standard & Poors

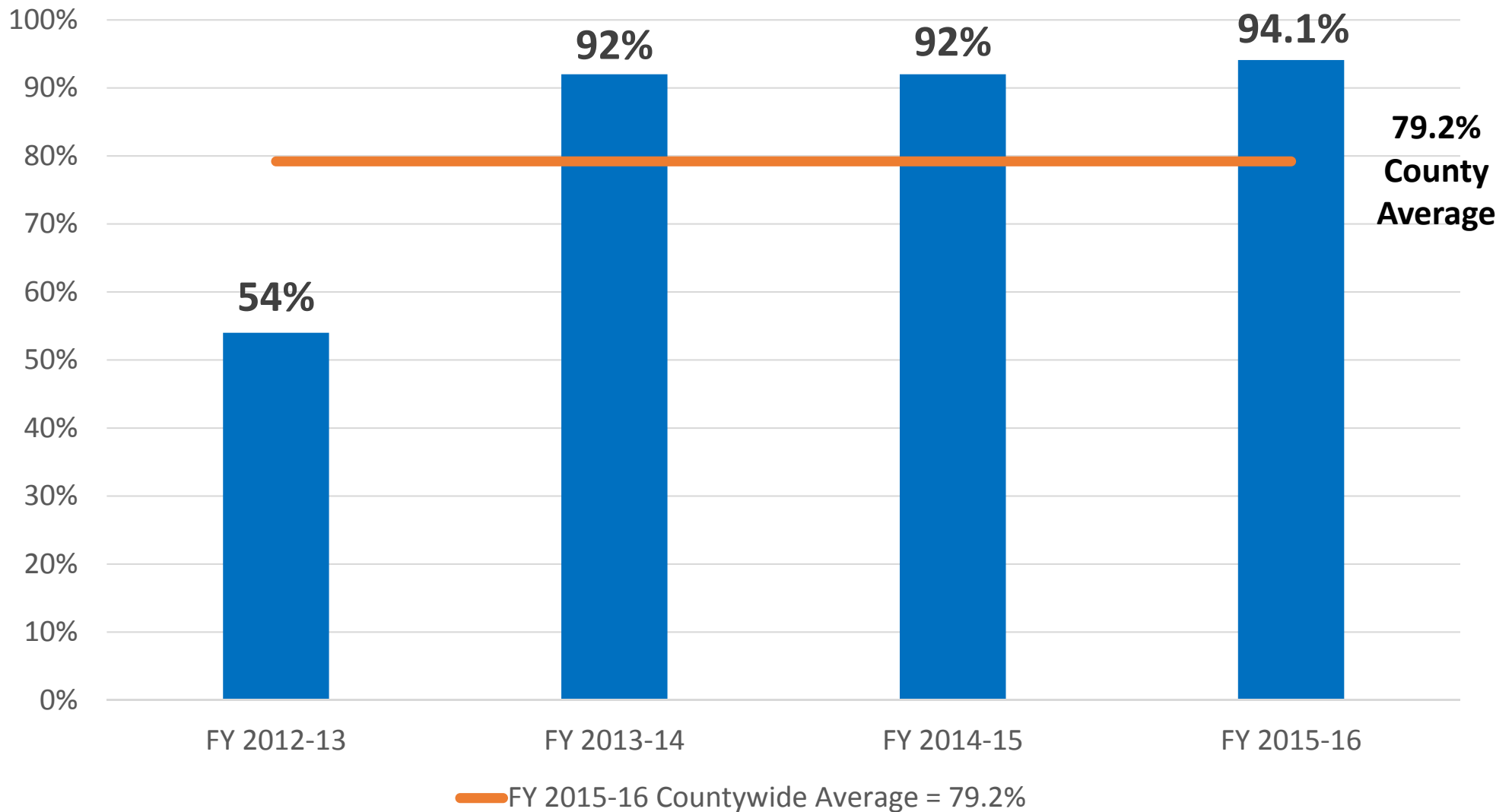


COUNTY OF SAN MATEO





# CMO Employees Rating Their Experience Working for the County as Good or Better



# FY 2015-17 Highlights

Home for All

Living Wage Ordinance

North Fair Oaks Community Plan

Regional Operations Center and  
911 Dispatch Services for Daly City

Realignment/Reentry Grants and  
Lean Process Improvements



**HOME  
FOR ALL**

**SAN MATEO COUNTY**



# FY 2015-17 Highlights

\$29.6M Savings from Refunding Youth Services Center and Colma Creek Flood Control District Bonds

Training and resources for Fiscal Officers, Managers, and Supervisors

Passage of four County-sponsored bills: SB 598, AB 901, AB 1424 and AB 1362



1st Award for Excellence in Performance Management (ICMA)

Increased Measure A Outreach and Education

Selection of New Agenda Management System



**MEASURE A 2013–2023**  
**LOCAL FUNDS**  
**LOCAL NEEDS**  
**WWW.SMCGOV.ORG**



# FY 2017-19 Goals

- Continue implementation of priority initiatives
  - End homelessness by 2020
  - 80% of 3<sup>rd</sup> graders reading proficiently by 2020
  - All foster youth graduating from high school and enrolled in college or vocational training
- Opening of Regional Operations Center (ROC)
- Completion of Five-Year capital and technology plans
- Support for Home for All initiative
- Living Wage Ordinance implementation
- Community Vulnerability Index (CVI)

# FY 2017-19 Challenges

- Succession planning
- Competing priorities and interests among stakeholders
- Fiscal discipline
- Increased use of data to prioritize resources

# Overview

## FY 2017-19 Budget Cycle

- December 6
  - Board sets priorities for FY2017-19 budget and Measure K
- January – June 2017
  - Departments prepare budgets
- February 14 (pending approval of Board Calendar)
  - Mid-Year Budget Update to Board
- June 1
  - County Manager submits Recommended Budget to Board
- June 19 – 21 (pending approval of Board Calendar)
  - Recommended Budget Hearings



# COUNTY OF SAN MATEO







## 40 YEARS OF SERVICE

**Steven Green**  
*Information Services*

## 30 YEARS OF SERVICE

**Hector Carlos**  
*Planning and Building*

## 20 YEARS OF SERVICE

**Rebecca Ashe**  
*Health System*

**Amna Jani**  
*Health System*

**Audrey Atkinson**  
*Health System*

**Vevina Kumar**  
*Probation Department*

**Kurtlan Frank**  
*Public Works*

**Roberto Manchia**  
*Human Services Agency*

**Philip Gin**  
*Human Resources Department*

**Isela Montenegro**  
*Health System*

## 10 YEARS OF SERVICE

**Cristina Avila Summerville**  
*District Attorney's Office*

**Tanya Escobar**  
*Health System*

**Mary Bailon**  
*Health System*

**Aaron Grossman**  
*Health System*

**Jumana Baluom**  
*Health System*

**Joel Guisadio**  
*Health System*

**Todd Blair**  
*Public Works*

**Donaji Gutierrez**  
*Health System*

**Ashley Calderhead**  
*Sheriff's Office*

**Alejandra Haro**  
*Human Services Agency*

**Rosanna Castillo**  
*Human Services Agency*

**Renee Harris**  
*Health System*

**Shin Choi**  
*Health System*

**James Hauschild**  
*Human Services Agency*

**Diana Chung**  
*Health System*

**Kimberly Honciano**  
*Probation Department*

**Ana Curincita**  
*Health System*

**Kathleen Irvine**  
*Sheriff's Office*

**Raymundo De Silva**  
*Health System*

**Lindsey Joyner**  
*Health System*

**Dwayne Eison**  
*Probation Department*

**Jennifer Key**  
*Public Safety Communications*

# 10 YEARS OF SERVICE

~ continued ~

**Ancy Kwong**

*Human Services Agency*

**Ruzzel Ronquillo**

*Health System*

**Joseph Lederer**

*Health System*

**Chonne Sherman**

*First 5 San Mateo County*

**Damon Luecke**

*Probation Department*

**John Silva**

*Public Works*

**Rebecca Marks**

*Child Support Services*

**Yik-Ching Sun**

*Health System*

**Francisco Mendez**

*Sheriff's Office*

**Jeannette Trajano**

*Health System*

**Eduardo Moreira-Orantes**

*Health System*

**Isabelle Valderrama**

*Health System*

**Madeleine Payumo**

*Planning and Building*

**Sandra Vallejo**

*Sheriff's Office*

**Linda Rainaldi**

*Child Support Services*

**Mark Wang**

*Health System*

**Vineet Reddy**

*Health System*

**John Warren**

*District Attorney's Office*

*Congratulations and sincere thanks from the Board of Supervisors and the citizens of San Mateo County to each of you being honored today. We are proud to recognize and commend your hard work and professional commitment. You exemplify the highest standards of public service.*

Warren Slocum  
President, Board of Supervisors

November 15, 2016



**County  
of  
San Mateo**

**SERVICE AWARDS**

**November 15, 2016**



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
County Manager's Office



**Date:** September 7, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice/Hearing:** None  
**Vote Required:** Majority

**TO:** Honorable Board of Supervisors  
**FROM:** John L. Maltbie, County Manager  
**SUBJECT:** Use of District-Specific **Measure A** Funds – Supervisorial District 3

**RECOMMENDATION**

**Measure A:** Adopt a resolution authorizing an Appropriation Transfer Request (ATR) transferring **Measure A** revenue and expenditure appropriations in the amount of \$250,000 from Non-Departmental Services to Parks for the completion of the MidCoast Multi-Modal Trail planning designs.

**BACKGROUND AND DISCUSSION**

**Measure A** is the ten-year half-cent general sales tax approved by San Mateo County voters in November 2012. The Board and County staff have conducted study sessions and community outreach efforts to inform priorities for **Measure A** spending.

On March 17, 2015, the Board adopted the **Measure A** allocation plan for the FY 2015-17 budget, during which the County anticipated **Measure A** receipts of approximately \$80 million annually. The plan included \$5 million in one-time loans or grants for FY 2015-16, and \$1 million each year for FY 2015-16 and 2016-17, divided equally among the five Board districts, for entities that submitted Letters of Intent which were not funded or, in cases of emergencies or unforeseen circumstances, other one-time projects for entities that did not submit a Letter of Intent. On April 28, 2015, the Board approved the criteria and process for staff to utilize in administering these funds. In accordance with such criteria, District 3 has submitted a request to use **Measure A** funds as shown below and in the attachment hereto:

District/Project	Amount
District 3 (Supervisor Horsley) – Transfer district-specific <b>Measure A</b> funds to the Parks Department for completion of the MidCoast Multi-Modal Trail planning designs.	\$250,000

County Counsel has reviewed and approved the resolution as to form.

Approval of this ATR, and the approved use of District-Specific **Measure A** funds, contributes to the Shared Vision 2025 outcome of a Collaborative Community by forging partnerships with internal and external entities to complete planning designs for the

MidCoast Multi-Modal Trail, which will ultimately allow residents to safely access neighboring communities, town centers, schools and recreational destinations without having to travel on the highway.

**FISCAL IMPACT:**

There are sufficient district-specific **Measure A** funds appropriated in the Non-Departmental Services FY 2016-17 Adopted Budget for this purpose. Approval of the Appropriation Transfer Request (ATR) will transfer district-specific **Measure A** appropriations from Non-Departmental Services to the Parks Department. There is no Net County Cost associated with the ATR.

**ATTACHMENT – Project Summary**

## PROJECT SUMMARY

### DISTRICT 3 (Supervisor Don Horsley) FY 2016-17 Measure A Request Midcoast Multi-Modal Trail

#### Transfer \$250,000 in Measure A Funds from Non-Departmental Services to Parks

The Midcoast Multi-Modal Trail ("Trail") is a bicycle and pedestrian commuter trail that will provide alternative means of transportation for residents of the Midcoast; residents will be able to safely access neighboring communities, town centers, schools and recreational destinations without having to travel on the highway. The Trail, commonly referred to as the Parallel Trail, was conceptualized in the community developed Highway 1 Safety and Mobility Improvement Study, Phase 1. The Trail will be able to serve residents of all ages and abilities as it will be separated from the highway and have minimal interaction with vehicular traffic.

The long term plan for the Midcoast Multi-Modal Trail is to extend from Montara south to Miramar where it will connect with the Naomi Patridge Trail in Half Moon Bay. This will provide for a continuous, regional bicycle and pedestrian commuter trail. By providing residents the opportunity to walk and bicycle throughout the coastside, congestion on the highway should improve and allow residents to travel more easily throughout the Midcoast.

This proposed Project will include construction of a 0.8-mile multi-use trail within 10.39 acres of undeveloped land within the Caltrans right-of-way land in the unincorporated community of El Granada, California. The Project site runs parallel to Cabrillo Highway (Highway 1) between Coronado Street and Mirada Road. The proposed Project will become a component of the larger California Coastal Trail (CCT), which is a network of public trails for walkers, bikers, equestrians, and others along the 1,200-mile California coastline. Furthermore, the Project will enable people to safely commute by bicycle from El Granada to areas south of El Granada, and when additional segments are completed, serve as a connection to the Naomi Patridge trail which connects to Half Moon Bay.

Grant funds were secured from the San Mateo County Transportation Authority to initiate planning for this trail segment. The grant, secured by the Parks Department, allowed the Planning and Building Department and the consultant to develop conceptual plans. They also allowed for a robust community input process which helped shape the recommended conceptual designs. The conceptual design was completed to a 30% level.

The purpose of this **Measure A** funding is to supplement remaining funding that is needed to take designs for the Multimodal/Parallel Trail Segment 1 from 30% to 100%, including any costs associated with the Department of Public Works' review of design engineering and permitting process.

**Total Measure A Request: \$250,000**

<b>COUNTY OF SAN MATEO APPROPRIATION TRANSFER REQUEST</b>				REQUEST NO. <i>ATR 17-002</i>
DEPARTMENT: COUNTY MANAGER'S OFFICE AND PARKS				Date: 10/18/2016 (FY 2016-17)
1. REQUEST TRANSFER OF APPROPRIATION AS LISTED BELOW:				
	<b>CODES</b>			
	<b>FUND OR ORG</b>	<b>ACCOUNT</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
<b>FROM</b>	80125	1135	250,000	Sales & Use Tax – <b>Measure A</b>
	80125	6265	250,000	Misc. Other Contributions
<b>TO</b>	39352	1135	250,000	Sales & Use Tax – <b>Measure A</b>
	39352	5969	250,000	Other Special Department Expense
<b>Justification (Attach Memo if Necessary):</b> Appropriation Transfer Request to recognize Sales & Use Tax – <b>Measure A</b> revenue from Non-Departmental Services' <b>Measure A</b> funds and to appropriate expenditures for the completion of the MidCoast Multi-Modal Trail planning designs. There is no Net County Cost impact.				
<b>DEPARTMENT HEAD</b> <i>Maureen Tuley</i>			<b>DATE</b> <i>10/3/16</i>	<i>Jim Saeo</i>
2. <input checked="" type="checkbox"/> <b>Board Action Required</b> <input type="checkbox"/> <b>Four-Fifths Vote Required</b> <input type="checkbox"/> <b>Board Action Not Required</b>				
<b>COUNTY CONTROLLER</b> <i>MBR</i>			<b>DATE</b> <i>10/3/16</i>	<i>MB</i>
3. <input checked="" type="checkbox"/> <b>Approve as Requested</b> <input type="checkbox"/> <b>Approve as Revised</b> <input type="checkbox"/> <b>Disapproved</b>				
<b>COUNTY MANAGER</b> <i>Jim Saeo</i>			<b>DATE</b> <i>10-4-16</i>	
<b>DO NOT WRITE BELOW THIS LINE – FOR BOARD OF SUPERVISORS USE ONLY</b>				

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 \_\_\_\_\_, 20\_\_\_\_

Ayes in favor of said resolution:  
Supervisors: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Noes and against said resolution:  
Supervisors: \_\_\_\_\_  
\_\_\_\_\_  
Absent  
Supervisors: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT, BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO

ATTEST: \_\_\_\_\_  
Clerk of Said Board



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
County Manager's Office



**Date:** October 13, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** John L. Maltbie, County Manager

**Subject:** Use of District-Specific **Measure A** Funds – Supervisorial Districts 3 and 4

**RECOMMENDATION:**

**Measure A:** Adopt a resolution authorizing a one-time \$30,072 grant of district-specific **Measure A** funds for the purchase of a 12-person passenger van to support the California Clubhouse program and its members and authorizing the County Manager, or his designee, to prepare and execute the grant agreement.

**BACKGROUND:**

**Measure A** is the ten-year half-cent general sales tax approved by San Mateo County voters in November 2012. The Board and County staff have conducted study sessions and community outreach efforts to inform priorities for **Measure A** spending.

On March 17, 2015, the Board adopted the **Measure A** allocation plan for the FY 2015-17 budget, during which the County anticipates **Measure A** receipts of approximately \$80 million annually. The plan included \$5 million in one-time loans or grants, and \$1 million each year for FY 2015-16 and 2016-17, divided equally among the five Board districts, for district-specific needs and projects. On April 28, 2015, the Board approved the criteria and process to be used by staff to administer these funds. In accordance with such criteria, District Four submits the following request to use **Measure A** funds as set forth below and in the attachment hereto:

District/Project	Amount
Districts 3 and 4 (Supervisor Don Horsley and Supervisor Warren Slocum) – California Clubhouse, San Carlos: Funding to purchase a 12-person passenger van to support the program and its members.	\$30,072.25

**FISCAL IMPACT:**

There are sufficient **Measure A** funds budgeted in the Non-Departmental Services FY 2016-17 Adopted Budget for this purpose.

**ATTACHMENT – Project Summary**

**DISTRICT 3 (Supervisor Don Horsley)**  
**DISTRICT 4 (Supervisor Warren Slocum)**  
**FY 2015-17 Measure A Request**  
**California Clubhouse**

**Capital expenditure: Purchase of a 12-person passenger van**

This is a request to authorize a \$30,072.25 grant to finance the purchase of a 12-person passenger van for the California Clubhouse to support its countywide mental health program, clients and the staff. The proposed grant agreement will be administered and managed by the County Manager's Office.

California Clubhouse is 501(c)(3) non-profit organization that serves a community of recovery, hope and dignity for people living with mental illness. Clubhouse is a membership-based social/vocational community where people living with persistent mental illness come to rebuild their lives by building upon strengths and abilities. Participation is free. The Clubhouse offers a weekday, work orientated structure with social and recreational opportunities on evenings and weekends where people build upon their strengths and abilities and come to socialize on evenings and weekends.

The mission of California Clubhouse is to give those whose lives have been disrupted by mental illness the opportunity to recover meaningful work and relationships as they reintegrate into the broader community. They empower people who live with mental illness through work, friends, resources support, and an overarching ethic that focuses on building strengths rather than managing illness.

The value of the Clubhouse model has been researched and demonstrated. Clubhouse members have higher employment numbers, reduced hospitalizations, reduced incarcerations and improved well-being. The California Clubhouse was started locally in San Carlos two years ago with Measure A dollars. The program has grown exponentially and it is filling a much needed niche in the behavioral health services provided in our county.

The California Clubhouse program has grown more quickly than was originally anticipated because it is filling an unmet need in the County. Increased participation in the program required larger facilities which resulted in a lease termination that was effective July 30, 2016, necessitating a move. The new location (also in San Carlos) is more spacious and great fit for the program but it is further from neighborhood transit hubs and shopping. That's why the request for a van was not part of the original 2013-15 funding request. The proposed van will fill transportation gaps experienced by staff and members and used to deliver services and decrease access barriers for new and existing members—as most do not drive.

The performance measures for this grant will reflect the use of the van through the documentation referenced below. The van will support day-to-day activities such as bank deposits, grocery shopping for the meal program, attending local community meetings and events, conducting recruitment presentation, and Transitional Employment site visits. It will also provide members transportation to social program field trips and community wellness-related activities.



The total allocation request for the California Clubhouse is \$30,072.25. These funds will be paid directly to Towne Ford for the order and purchase of the 12-seat passenger van (see information below). Title to the van will be transferred directly from Towne Ford to California Clubhouse which will be responsible for insurance, maintenance, repairs, licensing, and all other costs associated with owning and operating the passenger fan. Towne Ford has offered California Clubhouse a service package at a reduced cost to support the mission of the program.

The release of grant funds will be contingent on the execution of a grant agreement.

**2017 FORD Transit 12 Pass**

CLUBHOUSE	NJPA	Towne Ford	Folsom SC	Downtown
Price	\$ 35,328.80	\$ 27,150.00		\$ 28,122.00
Extras				
SubTotal	\$ 35,328.80	\$ 27,150.00	\$ -	\$ 28,122.00
Sales Tax	\$ 3,179.59	\$ 2,443.50	\$ -	\$ 2,530.98
Tire Fee	\$ 8.75	\$ 8.75	\$ 8.75	\$ 8.75
Delivery	\$ -			\$ 200.00
Total (Each)	\$ 38,517.14	\$ 29,602.25	\$ 8.75	\$ 30,861.73
Qty	1	1		1
DMV Registration		\$ 470.00		
Incentives	\$ -			\$ (500.00)
Grand Total	\$ 38,517.14	\$ 30,072.25	\$ -	\$ 30,361.73

Median Savings	\$ 4,511.93
----------------	-------------

\* **Folsom SC** - Bid requested, not received.

**Performance Measures**

The following performance measure will be used to track progress on the impact of these grant funds:

- Purchase and delivery of a twelve seat passenger van by June 30, 2017
- Documentation of the van put into program usage (e.g., calendar, photo, newsletter)

## RESOLUTION NO. .

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING A ONE-TIME \$30,072 GRANT OF DISTRICT-SPECIFIC MEASURE A FUNDS CO-SPONSORED BY DISTRICT THREE AND DISTRICT FOUR ON BEHALF OF THE CALIFORNIA CLUBHOUSE FOR THE PURCHASE OF A 12-PERSON VAN AND AUTHORIZING THE COUNTY MANAGER, OR HIS DESIGNEE, TO PREPARE AND EXECUTE THE GRANT AGREEMENT**

---

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

**WHEREAS, Measure A** is the ten-year half-cent general sales tax approved by the San Mateo County voters in November 2012; and a study session with the Board of Supervisors was held on December 9, 2014 to discuss the Board's budget and **Measure A** priorities for the Fiscal Years 2015-16 and 2016-17; and on February 10, 2015 the Board of Supervisors appointed Supervisors Slocum and Tissier to a **Measure A** Subcommittee to provide direction to staff regarding the FY 2015-17 **Measure A** funding cycle; and

**WHEREAS**, on March 17, 2015 the Board of Supervisors adopted the **Measure A** allocation plan for the FY 2015-17 budget, which included district-specific funds in the amount of \$5 million in one-time loans or grants for FY 2015-16, and \$1 million each year for FY 2015-16 and FY 2016-17, divided equally among the five supervisorial districts; and

**WHEREAS**, on April 28, 2015 the Board of Supervisors, as recommended by the **Measure A** Subcommittee, approved continuing and/or expanding initiatives and projects for FY 2015-16 and FY 2016-17, as well as the criteria and process to be used to administer district-specific **Measure A** funds; and

**WHEREAS**, Supervisorial Districts Three and Four have requested a one-time \$30,072.25 grant for FY 2016-17 for the purpose of purchasing a 12-seat passenger van for the California Clubhouse to support the program and its members in furtherance of the objectives set forth in the Project Summary attached to this Board transmittal; and

**WHEREAS**, it is the Board's intent for the County Manager, or his designee, to negotiate and execute a grant agreement in the amount of \$30,072.25 with the California Clubhouse and setting forth the terms of the grant in furtherance of the objectives set forth in the Project Summary attached to this Board transmittal; and

**WHEREAS**, there are sufficient **Measure A** funds in the Non-Departmental Services FY 2016-17 Adopted Budget for this purpose.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the County Manager, or his designee, is authorized to prepare and execute a grant agreement in the amount of \$30,072.25 with the California Clubhouse for the purposes set forth above.

\* \* \* \* \*





**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
 County Manager's Office



**Date:** November 3, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice/Hearing:** None  
**Vote Required:** Majority

**TO:** Honorable Board of Supervisors  
**FROM:** John L. Maltbie, County Manager  
**SUBJECT:** Use of District-Specific **Measure A** Funds – Supervisorial District 5

**RECOMMENDATION**

**Measure A:** Adopt a resolution:

- A) Authorizing a one-time \$60,000 grant of district-specific **Measure A** funds to Citizens for Safety, and authorizing the Sheriff, or his designee, to prepare and execute the grant agreement; and
- B) Authorizing an Appropriation Transfer Request (ATR) transferring **Measure A** revenues and expenditures in the amount of \$60,000 from Non-Departmental District-Specific **Measure A** Funds to the Sheriff's Office for the one-time grant.

**BACKGROUND AND DISCUSSION**

**Measure A** is the ten-year half-cent general sales tax approved by San Mateo County voters in November 2012. The Board and County staff have conducted study sessions and community outreach efforts to inform priorities for **Measure A** spending.

On March 17, 2015, the Board adopted the **Measure A** allocation plan for the FY 2015-17 budget, during which the County anticipates **Measure A** receipts of approximately \$80 million annually. The plan included \$5 million in one-time loans or grants for FY 2015-16, and \$1 million each year for FY 2015-16 and 2016-17, divided equally among the five Board districts, for entities that submitted Letters of Intent which were not funded or, in cases of emergencies or unforeseen circumstances, other one-time projects for entities that did not submit a Letter of Intent. On April 28, 2015, the Board approved the criteria and process for staff to utilize in administering these funds. In accordance with such criteria, District 5 has submitted a request to use **Measure A** funds as shown below and in the attachment hereto:

District/Project	Amount
District 5 (Supervisor Adrienne J. Tissier) – One-Time Grant to Citizens for Safety for the implementation of Operation LIPSTICK in San Mateo County	\$60,000

**FISCAL IMPACT:**

There are sufficient **Measure A** funds budgeted in Non-Departmental Services FY 2016-17 Adopted Budget for this purpose. This ATR will move said funds to the Sheriff's Office. Sufficient funding for FY 2017-18 will be included in future budget submittals.

## **ATTACHMENT – Project Summary**

### **DISTRICT 5 (Supervisor Adrienne J. Tissier) FYs 2016-17 and 2017-18 Measure A Request Citizens for Safety – “Operation LIPSTICK” \$60,000 One-Time Grant**

This is a request to authorize a one-time \$60,000 grant to Citizens for Safety’s “Operation LIPSTICK” for FYs 2016-17 and 2017-18. Operation LIPSTICK (“Ladies Involved in Putting a Stop to Inner-City Killing”) provides workshops, training, and education for the purpose of reducing the willingness of women and girls to straw purchase, hide, or carry guns for people who can’t pass criminal background checks. The proposed grant agreement will be negotiated, administered, and managed by the Sheriff’s Office.

#### **PROJECT DESCRIPTION**

Citizens for Safety’s Operation LIPSTICK is a coalition of faith and civic leaders, elected officials, social service and law enforcement professionals working to keep guns out of the hands of criminals and youth without abridging the freedoms of law-abiding Americans.

LIPSTICK educates women to prevent them from being used to buy, hide or hold guns for those who are legally prohibited from possessing guns. Since the debut of Operation LIPSTICK in Boston in 2012, more than 5,000 women have signed pledges indicating that they will refuse to be used to “straw purchase” guns illegally and one district attorney credited Operation LIPSTICK with a 33% decrease in his county in gun-related charges brought against women in 2015.

In San Mateo County, Citizens for Safety is supporting the PICO (People Improving Communities through Organizing) network to implement Operation LIPSTICK to reduce gun violence and related mass incarceration. A 2014 Service League/Hope House survey of women in a local reentry program indicated that 75% of the women surveyed knew of someone who traded drugs or money for guns, 67% knew someone who was paid to hide, hold, or buy an illegal gun, and 75% said that they had been in a relationship with a man who was a convicted felon and had a gun with 42% indicating that they had been asked by him to hide the gun.

Operation LIPSTICK will partner with PICO to provide educational workshops, a database of supporters and other deliverables in San Mateo County to accomplish the following goals:

- Increase awareness of the risks and consequences of straw purchasing and other illegal activities involving guns.
- Educate, train and support women leaders
- Convert former straw buyers into spokespeople, leaders and mentors
- Develop clinical protocols for social service providers
- Measure outcomes and program effectiveness on behalf of the partnership

Operation LIPSTICK's services include the following:

- Train local female workshop facilitators, program leaders, spokeswomen and stakeholders
- Provide training on the "Iron Pipeline" demonstration
- Oversee media outreach and story placement
- Develop and implement evaluation tools; analyze data and feedback
- Develop and evaluate social service intervention and prevention guidelines
- Provide written text for emails, e-newsletters and social media content; revise based on feedback
- Provide LIPSTICK pins, t-shirts, banners, postcards, posters and other collateral materials
- Recruit additional funders and supporters

Additional support may be provided based on feedback from the partners, community leaders and San Mateo County residents.

If the County authorizes the proposed grant to Citizens for Safety prior to December 1, 2016, then the local San Mateo County community partners in Citizens for Safety's Operation LIPSTICK program (including, but not limited to Peninsula Interfaith Action (PIA/PICO)), will be eligible for up to \$30,000 in grants per year from the Dosberg Foundation for up to three years.

#### Performance Measures

The following performance measures will be used to track progress on the impact of these grant funds:

- Organize and hold no fewer than 20 workshops, presentations, and educational forums per year in San Mateo County to educate and raise awareness of the risks and consequences of straw purchasing and other illegal activities involving guns
- Organize and hold no fewer than 10 leadership trainings per year
- Attendance shall exceed 30 participants for each workshop and 10 participants for each leadership training
- 80% of workshop attendees who report an increase in awareness of the risks and consequences of straw purchases and other illegal activities involving guns
- Pledges received after workshop attendance from more than 500 women vowing not to buy, hide, or hold guns for someone else

#### **Total Measure A Request: \$60,000**

The release of funds will be contingent on the execution of a Grant Agreement providing for the County's confirmation the funds have been expended during FY 2016-18 for the purposes stated herein.



**RESOLUTION NO.**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING A ONE-TIME \$60,000 GRANT OF  
DISTRICT-SPECIFIC MEASURE A FUNDS TO CITIZENS FOR SAFETY,  
AND AUTHORIZING THE SHERIFF, OR HIS DESIGNEE, TO PREPARE  
AND EXECUTE THE GRANT AGREEMENT**

---

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

**WHEREAS, Measure A** is the ten-year half-cent general sales tax approved by the San Mateo County voters in November 2012; and a study session with the Board of Supervisors was held on December 9, 2014 to discuss the Board's budget and **Measure A** priorities for the Fiscal Years 2015-16 and 2016-17; and on February 10, 2015 the Board of Supervisors appointed Supervisors Slocum and Tissier to a **Measure A** Subcommittee to provide direction to staff regarding the FY 2015-17 **Measure A** funding cycle; and

**WHEREAS**, on March 17, 2015 the Board of Supervisors adopted the **Measure A** allocation plan for the FY 2015-17 budget, which included district-specific funds in the amount of \$5 million in one-time loans or grants for FY 2015-16, and \$1 million each year for FY 2015-16 and FY 2016-17, divided equally among the five supervisorial districts, for entities that submitted Letters of Intent that were not funded or, in cases of emergencies or unforeseen circumstances, other one-time projects for entities that did not submit a Letter of Intent; and

**WHEREAS**, on April 28, 2015 the Board of Supervisors, as recommended by the **Measure A** Subcommittee, approved continuing and/or expanding initiatives and

projects for FY 2015-16 and FY 2016-17, as well as the criteria and process to be used to administer district-specific **Measure A** funds; and

**WHEREAS**, Supervisorial District 5 has requested the authorization of a one-time \$60,000 grant to Citizens for Safety for the purposes of supporting Operation LIPSTICK (“Ladies Involved in Putting a Stop to Inner-City Killing”) provides workshops, training, and education for the purpose of reducing the willingness of women and girls to straw purchase, hide, or carry guns for people who can’t pass criminal background checks and are legally prohibited from possessing guns; and

**WHEREAS**, it is the Board’s intent for the Sheriff, or his designee, to negotiate and execute an agreement with Citizens for Safety for the term of November 15, 2016, through June 30, 2018, for a total grant amount not to exceed \$60,000; and

**WHEREAS**, there are sufficient **Measure A** funds in the Non-Departmental Services FY 2016-17 Adopted Budget for this purpose and sufficient funding for FY 2017-18 will be included in future budget submittals;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the Sheriff, or his designee, is authorized to prepare and execute a grant agreement with Citizens for Safety for the term November 15, 2016 through June 30, 2018, for a maximum amount of \$30,000 in each fiscal year for a maximum aggregate amount of \$60,000.

\* \* \* \* \*

**COUNTY OF SAN MATEO  
APPROPRIATION TRANSFER REQUEST**

REQUEST NO.  
*ATR 17-010*

NON-DEPARTMENTAL SERVICES (8000B) AND SHERIFF'S OFFICE (3000B)

November 9, 2016

**1. REQUEST TRANSFER OF APPROPRIATION AS LISTED BELOW:**

	CODES		AMOUNT	DESCRIPTION
	FUND OR ORG	ACCOUNT		
<b>FROM</b>	80125	1135	\$60,000	Sales & Use Tax – Measure A
	80125	6265	\$60,000	Miscellaneous Other Contributions
<b>TO</b>	30172	1135	\$60,000	Sales & Use Tax – Measure A
	30172	6265	\$60,000	Miscellaneous Other Contributions

**Justification (Attach Memo if Necessary):** One-time \$60,000 grant to Citizens for Safety's "Operation LIPSTICK" for FY 2016-17 and FY 2017-18. Unspent funds in FY 2016-17 will be carried forward to FY 2017-18 during the upcoming budget cycle.

DEPARTMENT HEAD

*Carl H. Bole Jr*

DATE

*11/9/16*

2.  Board Action Required

Four-Fifths Vote Required

Board Action Not Required

COUNTY CONTROLLER

*MR*

*R*

DATE

*11/9/16*

3.  Approve as Requested

Approve as Revised

Disapproved

COUNTY MANAGER

*MR*

DATE

*11/9/16*

**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.

**DISTRIBUTION: Board of Supervisors – Controller – County Manager – Department – Treasurer**





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
County Manager



**Date:** Nov. 9, 2016  
**Board Meeting Date:** Nov. 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** John L. Maltbie, County Manager

**Subject:** County Manager's Report #22

**RECOMMENDATION:**

Accept this informational report.

**BACKGROUND:**

This report will provide you with updates on a variety of County initiatives focusing on Public Safety, Health and Human Services, Community Services and Performance, in addition to reports on legislation and issues that require your action. We also will keep you and the public informed about new services, upcoming events and general updates.

**DISCUSSION:**

**Public Safety**

**Halloween Night Probation sweep focuses on compliance — and candy**

The Probation Department held "Operation Casper," its annual Halloween Night sweep of sex offender registrants, to check that 19 identified individuals possessed no contraband and were in compliance with their supervised probation orders which include prohibitions on Halloween decorations, lit exterior lights and candy distribution during the holiday. All 19 were in compliance. The two-team operation covered both the north and southern parts of the county and even included a break to let participating officers hand out candy to trick-or-treaters.

**Health and Human Services**

**Harvard honors County's Healthy Nail Salon program**

Harvard University's John F. Kennedy School of Government honored the California Healthy Nail Salon Program — which includes the County, the partner counties of Alameda, Santa Clara and San Francisco and the City of Santa Monica — with its 2016 Roy Family Award for Environmental Partnership. The prestigious award is presented

every two years to honor an outstanding public-private partnership that uses novel approaches to enhance environmental quality.

The program focuses on reducing carcinogenic and reproductive toxins in the workplace by educating salon employees and incentivizing salons to reduce chemical exposures. The local area partnership standardized safe practices by requiring that salons wishing to qualify as a “Healthy Nail Salon” must use products free of harmful chemicals, train workers in best practices for worker safety and environmental health. As of July 2016, 96 salons in the participating jurisdictions carry the “Healthy Nail Salon” seal.

Kathryn Cooke of Environmental Health attended the Nov. 14 ceremony at Harvard University to accept the award.

### **State approves Health System pilot program**

The State informed the Health System last week that the Centers for Medicare and Medicaid Services (CMS) approved its Whole Person Care Pilot application. The approval lets the Health System draw down \$16.5 million in federal funds for critical services including street-based outreach and engagement, and housing support that are currently not covered under the Medi-Cal program for the most complex Health Plan San Mateo Medi-Cal beneficiaries. Health System Chief Louise Rogers will provide your Board more information about the expanded services at the Dec. 13 meeting.

### **Community Services**

#### **Real Property Services Manager named**

Following an open recruitment, Nicholas Calderon was named the manager of Real Property Services. Calderon had been serving as Interim Real Property Manager since the position became vacant in January. He was previously a legislative aide for Supervisor Don Horsley. In this role, Calderon will oversee the division that acquires real estate to support County operations, disposes of County surplus property, negotiates and manages leased space for County departments and supports departments in their real estate needs.

### **Performance**

#### **Moody’s upgraded County’s Lease Revenue Bonds rating**

Moody’s recently upgraded the County’s lease revenue financings from Aa2 to Aa1, a change that won’t have any bearing on our current debt but could result in savings for future bond financings. Moody’s always notch down from Aaa on lease financings but unlike past practices, in which it automatically did so by two levels for every jurisdiction, the agency decided early this summer that it would only drop the higher-rated agencies one level. According to Moody’s, the stable outlook on the bonds reflects a stable outlook on the County’s Issuer Rating.

### **News, Updates and Events**

#### **Post-Election, Measure A becomes Measure K**

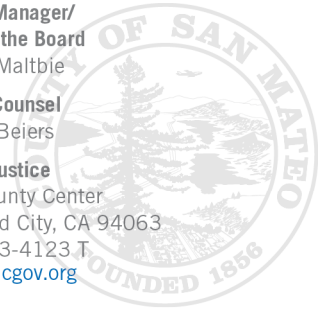
With a simple majority of San Mateo County voters favoring the ballot measure to extend the existing half-cent sales tax for another 20 years, Measure A will now be

known as Measure K. While the County could technically continue using the term Measure A in the short term, we've decided to immediately begin the rebranding process both internally and externally. The County's communications team is currently updating the Measure A logo to reflect this change and will work with our departments and partners to update their materials as well.

The name change will also be mirrored by the Oversight Committee which holds its next meeting Dec. 1. At that gathering, Deputy County Manager Reyna Farrales will update the committee that while the Election Day outcome affects the name, there are no other impacts to the work it does. At the same meeting, the committee will review the Controller's annual report on the audit of sales tax receipts and review of spending, and the County Manager's report on the performance of funded initiatives.







# MINUTES

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Meeting was called to order at 9:09 a.m.

**TUESDAY, NOVEMBER 01, 2016**

## PLEDGE OF ALLEGIANCE

## ROLL CALL

**Present: Supervisors Dave Pine, Carole Groom, Don Horsley, President Warren Slocum presiding.**

**Absent: Supervisor Adrienne Tissier**

**Staff Present: Mr. John L. Maltbie, County Manager/Clerk of the Board; Mr. John C. Beiers, County Counsel; and Ms. Sherry Golestan, Deputy Clerk of the Board.**

## PUBLIC COMMENT

### Speakers Recognized by the President:

Mr. Martin Fox, Belmont  
Ms. Gina Vandellos, San Carlos  
Ms. Lennie Roberts, Legislative Advocate, Save Our Coast  
Ms. Rayna Lehman, Foster City

This item is reserved for persons wishing to address the Board on any County-related matters that are as follows: 1) Not otherwise on this meeting agenda; 2) Listed on the Consent Agenda; 3) County Manager's Report on the Regular Agenda; or 4) Board Members' Reports on the Regular Agenda. Public comments on matters not listed above shall be heard at the time the matter is called.

As with all public comment, members of the public who wish to address the Board should complete a speaker's slip to make a public comment. Speakers are customarily limited to two minutes, but an extension can be provided to you at the discretion of the Board President.

## **ACTION TO SET AGENDA and TO APPROVE CONSENT AGENDA ITEMS**

**Item No. 2 was pulled off of the agenda by Supervisor Slocum.**

**Motion: Horsley / Second: Groom**  
**Ayes: Pine, Groom, Horsley, Slocum**  
**Noes: None**  
**Absent: Tissier**

# COUNTY OF SAN MATEO

## BOARD OF SUPERVISORS

(This item is to set the final consent and regular agenda, and for the approval of the items listed on the consent agenda. All items on the consent agenda are approved by one action.)

### PRESENTATIONS AND AWARDS

1. Presentation of a proclamation (**3888**) designating November 20, 2016 as Transgender Day of Remembrance. (Supervisor Dave Pine)

*SUPERVISOR TISSIER ARRIVED AT 9:18 A.M.*

**Speakers Recognized by the President:**

Supervisor Dave Pine, Board of Supervisors

Ms. Stevie Jolie Stallmeyer, San Mateo County LGBTQ Commissioner

**Motion: Pine / Second: Groom**

**Ayes: Pine, Groom, Horsley, Slocum, Tissier**

**Noes: None**

### MATTERS SET FOR SPECIFIED TIME

Times listed under this section are approximate. The Board makes every effort to adhere to the times listed, but in some cases, because of unexpected presentations, items may not be heard precisely at the time scheduled. In no case will any item be heard before the scheduled time.

3. 9:00 a.m.

#### DEPARTMENT PERFORMANCE REPORTS

A) Collaborative Community

- 1) Treasurer-Tax Collector - Sandie Arnott, Treasurer-Tax Collector

**Speakers Recognized by the President:**

Ms. Sandie Arnott, Treasurer-Tax Collector

Supervisor Warren Slocum, Board of Supervisors

Supervisor Adrienne Tissier, Board of Supervisors

- 2) Human Resources - Donna Vaillancourt, Director

**Speakers Recognized by the President:**

Ms. Donna Vaillancourt, Director, Human Resources

Supervisor Dave Pine, Board of Supervisors

Supervisor Adrienne Tissier, Board of Supervisors

Supervisor Don Horsley, Board of Supervisors

Supervisor Warren Slocum, Board of Supervisors

B) Environmentally Conscious and Livable Communities

- 1) Agriculture/Weights & Measures - Fred Crowder, Director

**COUNTY OF SAN MATEO**  
BOARD OF SUPERVISORS

*SUPERVISOR TISSIER LEFT CHAMBERS AT 10:07 A.M. AND RETURNED AT 10:11 A.M.*

**Speakers Recognized by the President:**

Mr. Fred Crowder, Director of Agriculture/Weights & Measures  
Supervisor Don Horsley, Board of Supervisors  
Supervisor Warren Slocum, Board of Supervisors

- 2) Library - Anne-Marie Despain, Director

**Speakers Recognized by the President:**

Ms. Anne-Marie Despain, Director, Libraries  
Supervisor Carole Groom, Board of Supervisors  
Supervisor Don Horsley, Board of Supervisors  
Supervisor Dave Pine, Board of Supervisors  
Supervisor Adrienne Tissier, Board of Supervisors  
Supervisor Warren Slocum, Board of Supervisors

- 3) Parks - Marlene Finley, Director

**Speakers Recognized by the President:**

Ms. Marlene Finley, Director, Parks  
Supervisor Carole Groom, Board of Supervisors  
Supervisor Don Horsley, Board of Supervisors  
Supervisor Adrienne Tissier, Board of Supervisors  
Supervisor Dave Pine, Board of Supervisors

*THE BOARD RECESSED AT 10:52 A.M. AND RECONVENED AT 11:04 A.M.*

- 4) Planning and Building - Steve Monowitz, Director

**Speakers Recognized by the President:**

Mr. Steve Monowitz, Director, Planning and Building  
Supervisor Don Horsley, Board of Supervisors  
Supervisor Dave Pine, Board of Supervisors  
Supervisor Carole Groom, Board of Supervisors  
Supervisor Warren Slocum, Board of Supervisors  
Supervisor Adrienne Tissier, Board of Supervisors

*SUPERVISOR TISSIER LEFT CHAMBERS AT 11:25 A.M. AND RETURNED AT 11:26 A.M.*

- 5) Public Works - James Porter, Director

**Speakers Recognized by the President:**

Mr. James Porter, Director, Public Works  
Supervisor Dave Pine, Board of Supervisors  
Supervisor Adrienne Tissier, Board of Supervisors  
Supervisor Don Horsley, Board of Supervisors

# COUNTY OF SAN MATEO

## BOARD OF SUPERVISORS

- 6) Capital Projects - James Porter, Director

**Speakers Recognized by the President:**

Mr. James Porter, Director, Capital Projects  
Supervisor Don Horsley, Board of Supervisors  
Mr. John L. Maltbie, County Manager  
Supervisor Adrienne Tissier, Board of Supervisors  
Supervisor Dave Pine, Board of Supervisors

- 7) Office of Sustainability - Jim Eggemeyer, Director

**Speakers Recognized by the President:**

Mr. Jim Eggemeyer, Director, Office of Sustainability  
Supervisor Adrienne Tissier, Board of Supervisors  
Supervisor Dave Pine, Board of Supervisors

### REGULAR AGENDA

#### AGRICULTURE\WEIGHTS & MEASURES

4. Introduction of an ordinance repealing and replacing Chapter 5.144 of Title 5 of the San Mateo County Ordinance Code relating to fees for inspection and permitting of Point-of-Sale systems, and waive the reading of the ordinance in its entirety.

**Speakers Recognized by the President:**

Mr. Fred Crowder, Agricultural Commissioner\Sealer of Weights & Measures

**Motion: Horsley Second: -**

**Ayes: -**

**Noes: -**

*AMENDED MOTION*

**Upon motion by Supervisor Horsley, seconded by Supervisor Tissier and carried unanimously, the motion was amended to reflect the approval of the Introduction of an ordinance repealing and replacing Chapter 5.144 of Title 5 of the San Mateo County Ordinance Code relating to fees for inspection and permitting of Point-of-Sale systems, and waive the reading of the ordinance in its entirety.**

#### INFORMATION SERVICES

5. Resolution (074853) authorizing the hiring of retired Financial Services Manager II Candi Clarno as Extra Help in order to provide urgent assistance in financial planning and rate establishment for the Fiscal Year 2017-19 budget process, and certifying, pursuant to Section 7522.56(f)(1) of the Government Code, the nature of employment and the necessity to fill a critically needed position before the post-retirement 180 day separation period expires.

**Speakers Recognized by the President:**

# COUNTY OF SAN MATEO

## BOARD OF SUPERVISORS

Mr. Jon Walton, Director of Information Services

**Motion: Groom Second: Pine**  
**Ayes: Pine, Groom, Horsley, Slocum, Tissier**  
**Noes: None**

### COUNTY MANAGER

6. **Measure A:** Resolution (074854) authorizing a one-time \$50,000 grant of district-specific **Measure A** funds to Boys and Girls Club of the Peninsula to make capital improvements to the East Palo Alto Clubhouse's kitchen and authorizing the County Manager, or his designee, to prepare and execute the grant agreement. (Supervisor Warren Slocum)

**Speakers Recognized by the President:**

Mr. John L. Maltbie, County Manager

**Motion: Groom Second: Tissier**  
**Ayes: Pine, Groom, Horsley, Slocum, Tissier**  
**Noes: None**

7. County Manager's Report #21 of 2016

**Speakers Recognized by the President:**

Mr. John L. Maltbie, County Manager

### BOARD OF SUPERVISORS

8. Board Members' Reports

**Supervisor Dave Pine shared with the public that he traveled to Amsterdam and Rotterdam to learn more about sea level rise and sustainability. He has been working on the select committee regarding south arrivals flying into San Francisco International Airport. Currently, the roundtable has been working on departures. FAA has changed the airspace in a material way, introducing a new technology. The work will be concluded and Supervisor Pine will have reports from these two bodies in order to make recommendations in trying to improve the situation with airspace.**

**Supervisor Adrienne Tissier reminded the public that the final Age Well Drive Smart Seminar of 2016 year will take place on Thursday, November 10, 2016 in Belmont at Twin Pines Lodge, and that Supervisor Slocum will be making these announcements in 2017.**

**Supervisor Warren Slocum shared with the public that the upcoming San Mateo County Veterans Commission luncheon honoring veterans is sold out. Honorees this year include Veteran of the Year award to Hon. John Grandsaert for his Veterans Treatment Court, and Tim Healy. The Patriot of the Year award goes to Carolyn Livengood, and the Enterprise of the Year award goes to Peninsula Covenant Church's Reveille program.**

# COUNTY OF SAN MATEO

## BOARD OF SUPERVISORS

### CONSENT AGENDA

All items on the consent agenda are approved by one action unless a request is made at the beginning of the meeting that an item be withdrawn or transferred to the regular agenda. Any item on the regular agenda may be transferred to the consent agenda.

9. Approve the minutes for the meeting of October 4, 2016.
10. Approve the minutes for the meeting of October 18, 2016.

### AGRICULTURE\WEIGHTS & MEASURES

11. Resolution **(074855)** amending the fee schedule for the Agricultural Commissioner.

### ASSESSOR-COUNTY CLERK-RECORDER

12. Resolution **(074856)** regarding an amendment to the agreement with Mikasoft, Inc. for project management services:
  - A) Authorizing the execution of an amendment to agreement with Mikasoft Inc. to provide consulting services for the development of a new Request for Proposal (RFP) and project management services for a new Assessor's Property Assessment System (APAS); and extending the present contract period from October 31, 2016 through June 30, 2017, in an amount not to exceed \$223,850; and
  - B) Authorizing the Assessor-County Clerk-Recorder or his designee to execute subsequent amendments and minor modifications not to exceed \$25,000 (in the aggregate) and/or modify the contract term and/or services within the current or revised fiscal provisions.

### BOARD OF SUPERVISORS

13. Adoption of an ordinance **(04764)** establishing a five-year living wage pilot program for service contracts entered into by the County, previously introduced on October 18, 2016, and waive the reading of the ordinance in its entirety. (Supervisors Dave Pine and Carole Groom)
14. Ratification of a resolution **(3889)** honoring Youth Leadership Institute Upon its 25th Anniversary. (Supervisor Carole Groom)

### COUNTY COUNSEL

15. Resolution **(074857)** authorizing the Ravenswood City School District to issue and sell its General Obligation Bonds, Election of 2016, Series 2016, in an aggregate principal amount not to exceed \$16,000,000 by negotiated sale without further action of the County.
16. Resolution **(074858)** authorizing the Sequoia Union High School District to issue and sell its General Obligation Bonds, Election of 2014, Series 2016, in an aggregate principal amount not to exceed \$120,000,000 by competitive or negotiated sale, without further action of the

# COUNTY OF SAN MATEO

## BOARD OF SUPERVISORS

County.

### COUNTY MANAGER

17. Resolution **(074859)** authorizing an agreement with the City of San Mateo Police Department to provide juvenile diversion case management services on a pilot basis, for the term July 1, 2015 through June 30, 2017, in an amount not to exceed \$150,000.
18. Resolution **(074860)** approving an amendment to the agreement between the Bayshore Elementary School District and the County of San Mateo to provide for a loan of \$5,000,000 to the District for interim financing for construction of a new school at the District's Bayshore Elementary School site.

### GOVERNING BOARD

19. Acting as the Governing Board the San Mateo County Flood Control District, adopt a resolution **(074861)** authorizing the Director of Public Works or his designee to execute an agreement with the City of South San Francisco and other affected taxing entities governing the distribution of sales proceeds from the sale of certain real properties owned by the Successor Agency to the Redevelopment Agency of the City of South San Francisco.

### HEALTH SYSTEM

20. Resolution **(074862)** authorizing an agreement with CEP America-California to provide emergency medical and correctional health services, for the term of October 1, 2016 through September 30, 2019, in an amount not to exceed \$7,200,000.
21. Resolution **(074863)** authorizing the Chief of the Health System to sign an agreement, on behalf of the County of San Mateo, with the California Department of Health Care Services, for participation in the Whole Person Care Pilot Program.

### HUMAN RESOURCES

22. Resolution **(074864)** authorizing an amendment to the Master Salary Resolution to add five positions, delete five positions, reclassify six positions, and adjust the salary of two positions.
23. Report recommending the denial of claims (Non-culpable)

### PARKS

24. Resolution **(074865)** authorizing an agreement with Bellecci & Associates to provide design, planning, and permitting services for the Complete the Gap Trail Project, for the term of November 1, 2016 through April 30, 2018, in an amount not to exceed \$237,984.
25. Resolution **(074866)** authorizing a change to the San Mateo County Parks Fee Schedule to waive vehicle entry fee for U.S. military veterans presenting proof of veteran status, including a San Mateo County Veterans ID.

### PUBLIC WORKS

# COUNTY OF SAN MATEO

## BOARD OF SUPERVISORS

26. Resolution (**074867**) regarding vendor agreements with Granite Rock and Reed & Graham, Inc. for asphaltic road materials:
- A) Authorizing the Purchasing Agent to establish vendor agreements with Granite Rock and Reed & Graham, Inc., for the provision of asphaltic road materials for the term of three years with an option to extend for two one-year terms in an amount not to exceed \$1,500,000 per year; and
  - B) Authorizing the Director of Public Works to execute subsequent amendments and minor modifications.

### CLOSED SESSION

(The Board will adjourn to closed session to consider the following items at the end of the agenda, or at any time during the meeting as time permits. At the conclusion of closed session, the Board will reconvene in open session to report on any actions taken for which a report is required by law.)

- A) Conference with Legal Counsel - Anticipated Litigation
  - 1) Initiation of litigation pursuant to subdivision (d)(4) of Gov't Code Section 54956.9  
One case
- B) Conference with Real Property Negotiator
  - 1) Property: 225 Cabrillo Highway South, Building A  
Agency Negotiator: Nicholas Calderon  
Negotiating Party: NetREIT (John Smelter, Alex Vidal)  
Under Negotiation: Instruction to negotiator concerning price and terms of payment
  - 2) Property: 20775 Cabrillo Highway South, Half Moon Bay, CA 94019  
APNs: 081-060-020, 081-060-030, and 081-060-130  
Agency Negotiator: Nicholas Calderon  
Negotiating Party: Noelle Thurlow, POST  
Under Negotiation: Instruction to negotiator concerning price and terms of payment

**The Board recessed to closed session at 12:29 p.m. for discussion with no reportable action to follow by John C. Beiers, County Counsel.**

**The meeting adjourned in memory of John Litton, and Alicia "Alice" Pena Bulos at 12:29 p.m.**





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Agriculture / Weights & Measures



**Date:** September 28, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Fred W. Crowder, Agricultural Commissioner/Sealer

**Subject:** Ordinance repealing and replacing Chapter 5.144

**RECOMMENDATION:**

Adoption of an ordinance repealing and replacing Chapter 5.144 of Title 5 of the San Mateo County Ordinance Code relating to fees for inspection and permitting of Point-of-Sale systems, previously introduced on November 1, 2016, and waive the reading of the ordinance in its entirety

**BACKGROUND:**

California's Business and Professions Code (BPC) Section 13350(d) provides authority for counties to set Point-of-Sale system (POS) registration fees by ordinance. The Board of Supervisors last approved an ordinance amendment setting the current POS fee schedule on June 9, 2009 (Ordinance No. 04473).

**DISCUSSION:**

POS registration fees fund the County's Weights and Measures price verification inspection program. The proposed fee increase is for annual POS registration fees that are applicable to businesses that use POS systems. Inspection program costs have been estimated using FY 2015-16 direct personnel hours and projected FY 2016-17 salaries and benefits, direct expenditures such as mileage and equipment, and associated indirect costs. The Department's salaries and benefits have increased 26 percent due to negotiated labor increases since the current fee schedule was adopted in 2009.

These registration fees support the inspection of POS systems by Weights and Measures inspectors who verify that price signage at the store is in compliance with state regulations, confirm that customers are charged the price as posted or advertised price when they checkout, as well as investigate consumer complaints concerning overcharges.

The proposed POS fees will allow the price verification program to maintain the current level of inspections, will improve cost recovery and will bring the fee structure in line with the three tier fee structure used by surrounding Bay Area counties. Businesses will be charged \$220, \$390 or \$490 depending on the number of check-out stands with a POS system. The POS reinspection fee will be changed from a weighted hourly average to a \$150 flat rate to streamline billing procedures. The late fee in the amount of 100% of the prescribed registration fee will be lowered to 50% of the prescribed registration fee which better reflects the specific costs associated with the effort to collect the fee. The chart below outlines the current and proposed fee schedule. Affected businesses have been notified of these proposed fee changes. The chapter has also been edited to address the fact that the Agricultural Commissioner/Sealer is no longer a Division of the Health System. County Counsel has reviewed and approved the ordinance as to form.

<b>Number of POS Checkout registers</b>	<b>Current Fee Schedule</b>	<b>Proposed Fee Schedule</b>
1 to 3 POS registers	\$178/Business Location	\$220/Business Location
4 to 9 POS registers	\$297/ Business Location	\$390/Business Location
10 or more POS registers	\$297/ Business Location	\$490/Business Location

Approval of this ordinance contributes to the Shared Vision 2025 outcome of Environmentally Conscious Community by providing additional revenue to maintain the Point of Sale price verification inspection program at the current level of service.

**PERFORMANCE MEASURE(S):**

<b>Measure</b>	<b>FY 2015-16 Actual</b>	<b>FY 2016-17 Projected</b>
Percent of businesses in compliance with Weights and Measures requirements	86%	90%

**FISCAL IMPACT:**

The proposed fee ordinance takes effect thirty (30) days after adoption. Annual invoices will be issued to affected businesses in January, 2017. The proposed fees will contribute to the Agricultural Commissioner/Sealer’s ability to maintain current customer service levels. The new fees are projected to result in an annual revenue increase of \$58,500. The revenue associated with the ordinance has been included in the Agricultural Commissioner/Sealer FY 2016-17 Adopted Budget. There is no Net County Cost associated with this ordinance.

**ORDINANCE NO. .**  
**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,**  
**STATE OF CALIFORNIA**

\* \* \* \* \*

**AN ORDINANCE REPEALING AND REPLACING CHAPTER 5.144 OF TITLE 5 OF  
THE SAN MATEO COUNTY ORDINANCE CODE RELATING TO FEES FOR  
INSPECTION AND PERMITTING OF POINT OF SALE SYSTEMS**

The Board of Supervisors of the County of San Mateo, State of California,  
**ORDAINS** as follows:

**SECTION 1.** Chapter 5.144 of the San Mateo County Ordinance Code is hereby repealed and replaced to read as follows:

**SECTION 5.144.010. DEFINITIONS**

- (a) “Advertise” means to give a notice to attract public attention.
- (b) “Commercial purpose” means and includes any sale of a commodity by a person to a consumer.
- (c) “Commodity” means any article of commerce or anything that is bought or sold.
- (d) “Initial standard inspection” shall mean an inspection made at the customary time interval used by the San Mateo County Agricultural Commissioner/Sealer of Weights and Measures
- (e) “Location” shall mean a premise on which a retail establishment or a single business operates a “point-of-sale” system.
- (f) “Person” means any person, firm, corporation, business or association.

- (g) “Point-of-sale checkout register” means individual and separate checkout registers with equipment capable of retrieving electronically stored price information used for determining the price of the item being purchased by a consumer.
- (h) “Point-of-sale system” means any system used by a retail establishment such as, but not limited to, Universal Product Code scanners, price look-up codes, or an electronic price look up system as a means for determining the price of the item being purchased by the consumer.
- (i) “Sell” means and includes bartering, exchanging, trading, keeping for sale, offering for sale, or exposing for sale a commodity.
- (j) “Reinspection” means the re-testing or re-examination of a point-of-sale system after the San Mateo County Agricultural Commissioner/Sealer of Weights and Measures has determined that a retail establishment failed an initial standard inspection.
- (k) “Clearly visible” means positioned that it may be accurately read from any reasonable consumer position.

**SECTION 5.144.020. REGISTRATION AND PERMITTING OF POINT OF SALE SYSTEMS**

- (a) Any person who intends to use a Point of Sale System must first obtain an annual Point-of-Sale System Registration Permit from the San Mateo County Agricultural Commissioner/Sealer of Weights and Measures
- (b) Point-of-Sale System Registration Permits shall be effective for up to one calendar year and shall expire on December 31st of each year.

- (c) Point-of-Sale System Registration Permits must be renewed by March 1st of each year.
- (d) Applications for Point-of-Sale System Registration Permits shall be filed with the San Mateo County Agricultural Commissioner/Sealer of Weights and Measures using the form provided.

**SECTION 5.144.030. AVAILABILITY OF POINT-OF-SALE SYSTEM REGISTRATION PERMIT**

At each location, the permit holder shall make available to any official of the San Mateo County Agricultural Commissioner/Sealer of Weights and Measures the applicable Point-of-Sale System Registration Permit.

**SECTION 5.144.040. FEES**

- (a) Applicants for a Point-of-Sale System Registration Permit shall pay to the San Mateo County Agricultural Commissioner/Sealer of Weights and Measures an annual registration fee.
- (b) The amount of the annual Point-of-Sale System Registration Permit fee shall be:
  - (1) Two hundred twenty (\$220) for each location that has between one to three Point-of-Sale Checkout Registers.
  - (2) Three hundred ninety (\$390) for each location that has four to nine Point-of-Sale Checkout Registers.
  - (3) Four hundred ninety (\$490) for each location that has ten or more Point-of-Sale Checkout Registers.

- (c) A late fee in the amount of 50% of the prescribed registration fee shall be added to the fee if payment of the registration fee is paid more than 60 days after it is invoiced by the Sealer.
- (d) A reinspection fee of one hundred fifty (\$150) shall be charged. The reinspection fee shall be paid by the retail establishment within 60 days after the date billed by the San Mateo County Agricultural Commissioner/Sealer of Weights and Measures.
- (e) All fees collected shall be placed in the general fund of the County and used solely to recover the costs of inspection of point-of-sale systems and the consumer notification program.

#### **SECTION 5.144.050 NOTICE TO CONSUMER**

Every person who uses a point-of-sale system for commercial purposes shall post a notice which will be provided by the San Mateo County Agricultural Commissioner/Sealer of Weights and Measures and includes the following information so as to be clearly visible to the general public and to consumers at each point-of-sale checkout register:

“Attention Consumer: You are entitled to the lowest advertised price offered by this store. For information or complaints, you may call the County of San Mateo Sealer of Weights and Measures at a phone number provided by the San Mateo County Agricultural Commissioner/Sealer of Weights and Measures.”

#### **SECTION 5.144.060. VIOLATIONS**

It shall be unlawful for any person, or any Point-of-Sale System Registration Permit holder, employee or agent thereof to violate the provisions of this chapter, and specifically it shall be unlawful to:

- (a) Use a point-of-sale system without a current Point-of-Sale System Registration Permit.
- (b) Fail to make available the Point-of-Sale System Registration Permit as required per section 5.144.030 of this chapter.
- (c) Fail to post the notice for consumers as specified in section 5.144.050 of this chapter.

### **SECTION 5.144.070. PENALTIES**

- (a) Unless otherwise provided, any person failing to comply with the provisions of this chapter, and specifically the violations as defined in Section 5.144.060, shall be guilty of an infraction or misdemeanor as hereinafter specified.
- (b) Any person so convicted shall be:
  - 1. Guilty of an infraction offense, punishable by a fine not exceeding one hundred dollars (\$100) and not less than fifty dollars (\$50) for a first offense.
  - 2. Guilty of an infraction offense, punishable by a fine not exceeding two hundred dollars (\$200) and not less than one hundred dollars (\$100) for a second offense.
  - 3. Guilty of a misdemeanor for the third and any additional offenses and punished by a fine not exceeding one thousand dollars (\$1,000) and not less than five hundred dollars (\$500) or any other penalty imposed by a court, or both.

- (c) Pursuant to Government Code section 25132, a first or second offense may be charged and prosecuted as a misdemeanor.
- (d) Payment of any fine or other penalty imposed by a court shall not relieve a person from the responsibility of obtaining a registration certificate for a point-of-sale system and/or the requirements of Section 5.144.050.
- (e) In addition to all other remedies provided by this chapter or state law, in the event of continuing violation of the provisions of this chapter, the San Mateo County Agricultural Commissioner/Sealer of Weights and Measures may seek injunctive relief to restrain further violations.

**SECTION 2.** This Ordinance shall be effective thirty (30) days from the passage date thereof.





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Assessor-County Clerk-Recorder



**Date:** October 13, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Mark Church, Chief Elections Officer & Assessor-County Clerk-Recorder

**Subject:** San Mateo County Community College District's Request to Change from Odd- to Even-Numbered Year Elections

**RECOMMENDATION:**

Adopt a resolution authorizing implementation of the San Mateo County Community College District Governing Board's request that future board elections be moved from odd- to even-numbered years.

**BACKGROUND:**

In September 2015, the Governor signed Senate Bill No. 415 ("SB 415"), also known as the California Voter Participation Rights Act. This Act requires most jurisdictions, including cities, school districts, and other districts, that currently hold elections for governing board members in odd-numbered years to move their elections to even-numbered years. SB 415's apparent goal is to increase voter turnout, given that even-numbered year elections generally have higher voter turnout rates than odd-numbered year elections. There are 70 jurisdictions in San Mateo County, and 33 of them currently hold elections in odd-numbered years. The San Mateo County Registration & Elections Division anticipates that many of these 33 jurisdictions will move to even-numbered year elections in the near future.

On July 27, 2016, the Board of Trustees of the San Mateo County Community College District (the "District") approved a resolution pursuant to Sections 1302(b) and 10405.7 of the California Elections Code requesting that election dates for future District board elections be moved from odd- to even-numbered years. Notice of the District's requested change was received by our office on September 27, 2016. The resolution would move the District's next election, currently scheduled for November 2017, to November 2018. Current board members up for reelection in 2017 would have their terms extended through the next election in 2018, and board members up for reelection

in 2019 will continue through 2020. Section 10405.7 requires the Board of Supervisors to act on the request within sixty days.

Under Section 10405.7(d)(1), the Chief Elections Officer may submit to the Board of Supervisors a report on the cost-effectiveness of the proposed change. The Board of Supervisors is required by Section 10405.7(d) to approve the proposed change unless it finds that “the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled.” Upon approval by the Board of Supervisors, the Elections Division will prepare and mail a notice to the registered voters of the County, at the district’s expense, informing them of the election date change.

**DISCUSSION:**

In order to assist the Board of Supervisors in making its determination regarding the District’s proposed change to even-numbered years, the Registration & Elections Division has reviewed the impact on costs, ballot style, voting equipment, computer capacity, staffing, and voter turnout.

When the Registration & Elections Division conducts an election for a jurisdiction such as the District, those elections are almost always consolidated with other elections occurring on the same date. The costs for such elections are allocated proportionally among participating jurisdictions based on two key factors: the number of registered voters within each jurisdiction and the number of entities participating in the given election. Typically, General District Elections in odd-numbered years have higher proportional costs than Statewide General Elections in even-numbered years for cities, school districts, special districts and other jurisdictions because the number of entities with elections during odd-numbered years is fewer, resulting in less cost sharing. Statewide General Elections in even-numbered years include federal, state, and county contests, the costs of which are borne solely by the County, and these elections constitute a substantial portion of the total cost for each Statewide General Election. Thus, when jurisdictions participate in Statewide General Elections, they bear a lower portion of the total election costs because a large portion is paid by the County and other countywide jurisdictions.

The voters in this District last voted at the polls in 2013 and 2014. In the Statewide General Election in 2014, the District’s cost per registered voter was \$1.30. Comparing this cost with the 2013 General District Election cost of \$1.68, we estimate that if the District switched to even-numbered year elections, it would experience a cost savings of approximately 23% for an election conducted with polling places.

<u>Year</u>	<u>Cost of Election</u>	<u>Cost Per Registered Voter</u>
2013	\$604,780	\$1.68
2014	\$461,535	\$1.30
2015	\$363,477	\$1.02

In the November 2015 General District Election, the District's cost per registered voter was \$1.02. The cost for the 2015 election was much lower because that was the County's first election in the All Mailed Ballot Election Pilot Project that was authorized under Assembly Bill No. 2028 ("AB 2028"), which amended Elections Code Section 4001. Section 4001(a)(9) permits San Mateo County to hold two additional all-mailed ballot elections in 2017. In September 2016, the Governor approved Senate Bill No. 450 ("SB 450"), known as the California Voter's Choice Act, which added Section 4005 to the Elections Code. Starting in 2018, this Act authorizes specified counties, including San Mateo, to hold all-mailed ballot elections under certain conditions. This would reduce costs associated with polling places, including voting equipment, supplies and labor. Thus, if the County holds an all-mailed ballot election in a future even-numbered year, then we expect costs for the District to be less than the 2014 cost of \$1.30 per registered voter. If adopted by the County, SB 450 will dramatically change the nature of our electoral operations by transitioning the County to all-mailed ballot elections. A more detailed analysis on the potential impact of these new laws will be presented to the Board of Supervisors at a later time.

The San Mateo Community College District's requested move to even-numbered election years will not have an immediate impact on the ballot styles, voting equipment or computer capacity. However, because the District is one of the largest in the County and is the only countywide jurisdiction that currently has regular elections scheduled in odd-numbered years, a move to even-numbered years will mean that all other jurisdictions that do not move from odd- to even-numbered year elections are likely to bear a significantly higher cost. Accordingly, the District's proposed change will likely encourage the remaining jurisdictions to move to even-numbered elections years, which will have a cumulative and significant effect on Registration & Elections Division operations. When all jurisdictions move to even-numbered year elections sometime between 2017 and 2022, the total number of overall candidates could double in each election compared to the number of candidates in November 2016. This change will increase the variation in the Sample Ballot & Official Voter Information Pamphlets and the Official Ballot types. Overall costs for each election will increase, but the increase in costs will be distributed among more jurisdictions. Most importantly, staffing needs will more than double as tasks such as candidate filing increase and production of more voluminous election materials within statutory deadlines becomes more challenging during even-numbered years. Statewide General Elections will become more complex, requiring a shift from seasonal extra help staff to more experienced and knowledgeable permanent staff. The Division's operating budget needs will increase starting in FY 2018-19.

The voting and ballot counting equipment used by the Registration & Elections Division remain robust enough to permit the District, as well as the remaining jurisdictions within the County, to move its elections to even-numbered years from odd-numbered years. However, this equipment is nearing the end of its useful life. We will begin to evaluate new voting systems in 2017 that will improve accessible voting and will accommodate elections conducted in a wholly vote by mail environment under SB 450, if adopted by the County.

In terms of turnout, voter participation of registered voters in General District Elections generally falls between 25% to 29%. Voter turnout in the two previous Presidential Statewide General Elections (2008 and 2012) was over 79%. Voter turnout for the two previous Gubernatorial Statewide General Elections was 65% in 2010, and 46% (a historical low) in 2014. Accordingly, for the past eight elections scheduled in November (2008 through 2015), voter turnout for Statewide General Elections has been at least double than that for General District Elections, so a move to Statewide General Elections is likely to substantially increase voter participation in future District elections.

**FISCAL IMPACT:**

Moving the District's election to even-numbered election years will not impact the Registration & Elections Division in its conduct of elections at this time. However, in all likelihood, it will increase the cost of elections to the remaining jurisdictions in odd-numbered years. While there is no fiscal impact on the County now, as each jurisdiction moves to even-numbered year elections, the County's proportional share of elections costs for these elections will be reduced. Finally, as noted above, if all jurisdictions move to even-numbered year elections, the Registration & Elections Division is likely to incur substantial additional labor and other costs during even-numbered year elections.

**RESOLUTION NO. .**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING IMPLEMENTATION OF THE SAN MATEO COUNTY  
COMMUNITY COLLEGE DISTRICT GOVERNING BOARD'S REQUEST THAT  
FUTURE BOARD ELECTIONS BE MOVED FROM ODD- TO EVEN-NUMBERED  
YEARS**

---

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

**WHEREAS**, in September 2015 the Governor signed Senate Bill No. 415, which in most instances requires local jurisdictions, including school districts, cities, and other districts, to move their elections for governing board members from odd-numbered years to even-numbered years if their elections currently occur on odd-numbered years; and

**WHEREAS**, on July 27, 2016, the Board of Trustees of the San Mateo County Community College District (the "District") approved a resolution pursuant to Section 10405.7 of the California Elections Code requesting that election dates for future District board elections be moved from odd- to even-numbered years; and

**WHEREAS**, the District submitted its resolution to the Board of Supervisors on or around September 27, 2016, and Section 10405.7(d)(1) requires this Board to act on the request within sixty days; and

**WHEREAS**, pursuant to Sections 10405.7(d)(1), the Chief Elections Officer

submitted to the Board of Supervisors a report on the cost-effectiveness of the proposed action, and according to said report, the San Mateo Registration & Elections Division is able to handle the impact that the District's requested change will have on the ballot style, voting equipment, and computer capacity; and

**WHEREAS**, the Board of Supervisors is required by Section 10405.7(d) to approve the proposed change unless it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Supervisors does not find that the ballot style, voting equipment, or computer capacity of the Registration & Elections Division is such that additional elections or materials cannot be handled in relation to the District's request, and accordingly the implementation of the District's resolution is approved, with the first election occurring pursuant to that resolution at the November 6, 2018, statewide general election.

\* \* \* \* \*

**RESOLUTION NO. 16-18**

**BY THE GOVERNING BOARD OF THE  
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT  
STATE OF CALIFORNIA**

---

**RESOLUTION ESTABLISHING GOVERNING BOARD MEMBER ELECTIONS  
TO OCCUR ON THE SAME DAY AS STATEWIDE GENERAL ELECTIONS**

**WHEREAS**, the current date for election of members of the Board of Trustees (Board) of the San Mateo County Community College District (District) is every two (2) years on the first Tuesday after the first Monday in November of odd-numbered years, pursuant to Elections Code section 1302, subdivision (a) and Education Code section 5000; and

**WHEREAS**, statewide general elections are held in California in November of even-numbered years, pursuant to Elections Code section 1001; and

**WHEREAS**, many neighboring school districts and community college districts hold elections for governing board members on the same day as statewide general elections; and

**WHEREAS**, effective January 1, 2018, Elections Code section 14050 et seq. will prohibit any political subdivision, including a community college district, from holding elections for governing board members in odd-years where such elections have previously resulted in a significant decrease in voter turnout unless the political subdivision has adopted a plan to transition to even-year elections no later than November, 2022; and

**WHEREAS**, Elections Code section 14051, subdivision (b) defines a “significant decrease in voter turnout” to exist where “the voter turnout for a regularly scheduled election in a [community college district] is at least 25 percent less than the average voter turnout within that political subdivision for the previous four statewide general elections;” and

**WHEREAS**, voter turnout in the District for the last three elections for Board members averaged just under 28% and the average turnout in the District for the last four statewide general elections was closer to 66%; and

**WHEREAS**, Elections Code section 1302, subdivision (b) establishes a procedure whereby the Board may change the date of Board member elections by adopting a resolution subject to the approval of the County Board of Supervisors, pursuant to Elections Code section 10405.7; and,

**WHEREAS**, Elections Code section 10405.7, subdivision (a) provides that the scheduled Board member election may be rescheduled if the Board adopts the requisite resolution and submits it to the County Board of Supervisors no later than 240 days prior to the scheduled Board member election; and

**WHEREAS**, within 60 days from the date the District submits such a resolution to the Board of Supervisors, the Board of Supervisors must approve the Resolution unless it finds that the ballot style, voting equipment, or computer capacity is such that the additional elections or materials cannot be handled (Elec. Code, § 10405.7, subd. (d)(1)); and

**WHEREAS**, public notices of the proceeding in which the resolution is to be considered for adoption by the Board of Supervisors are made by the Board of Supervisors pursuant to Government Code section 25151; and

**WHEREAS**, if the change in the date of the Board member elections is approved, the next Board member election would be moved from November 2017 to November 2018 to be held on the same day as the statewide general election in November 2018; and

**WHEREAS**, if the change in the date of the Board member elections is approved, the terms of office of those Board members currently set to expire in 2017 will be extended to 2018 and the terms of office of those Board members currently set to expire in 2019 will be extended to 2020, pursuant to Elections Code section 10405.7, subdivision (g).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the San Mateo County Community College District that the above recitals are true and correct.

**BE IT FURTHER RESOLVED**, that Board member elections shall be scheduled to be held on the same day as statewide general elections in November of even-numbered years pursuant to Elections Code section 1302, subdivision (b), and shall be consolidated with all other elections held throughout the District on that day.

**BE IT FURTHER RESOLVED**, that the Chancellor and/or his designee shall forward this resolution to the San Mateo County Board of Supervisors not later than 240 days prior to the date of the currently scheduled November 2017 election, explain the rationale for the resolution, and request formal approval of the change by the Board of Supervisors at a public meeting within 60 days after submission and after the resolution has been posted in public places.

**BE IT FURTHER RESOLVED**, that the Chancellor and/or his designee will notify the San Mateo County Registrar of Voters that the District is prepared to pay the expense of mailing a notice of approval of the change of the date of the Board member elections by the San Mateo County Board of Supervisors as required by Elections Code section 10405.7, subdivision (e).

**BE IT FURTHER RESOLVED**, that if the change in election dates is approved by the San Mateo County Board of Supervisors, the date of the next Board member election, currently scheduled for November 2017, will be moved to the same day as the statewide general election in November 2018, and each subsequent Board member election will be held two years thereafter in November of even-numbered years on the same day as the statewide general election.

**BE IT FURTHER RESOLVED**, that if the change in election dates is approved, the terms of office of those Board members currently set to expire in 2017 will be extended to 2018 and the terms of office of those Board members currently set to expire in 2019 will be extended to 2020.

**BE IT FURTHER RESOLVED**, that the Chancellor and/or his designee is authorized pursuant to this Resolution to take any action and/or execute any documents which are necessary to carry out, give effect to, and comply with the terms and intent of this Resolution.



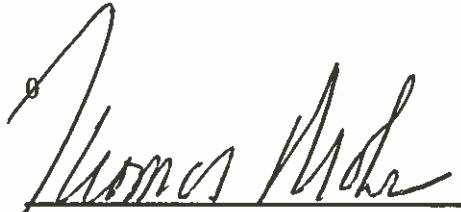
**REGULARLY PASSED AND ADOPTED** this 27<sup>th</sup> day of July, 2016.

**Ayes:** Maurice Goodman, Richard Holober, Dave Mandelkern, Thomas Mohr, Karen Schwarz

**Nos:** 0

**Abstentions:** 0

**Attest:**

  
\_\_\_\_\_  
Thomas Mohr, Vice President-Clerk  
Board of Trustees





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Assessor-County Clerk-Recorder



**Date:** October 13, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Mark Church, Chief Elections Officer & Assessor-County Clerk-Recorder

**Subject:** Belmont-Redwood Shores School District's Request to Change from Odd to Even-Numbered Year Elections

**RECOMMENDATION:**

Adopt a resolution authorizing implementation of the Belmont-Redwood Shores School District Governing Board's request that future board elections be moved from odd to even-numbered years.

**BACKGROUND:**

In September 2015, the Governor signed Senate Bill No. 415 ("SB 415"), also known as the California Voter Participation Rights Act. This Act requires most jurisdictions, including cities, school districts, and other districts, that currently hold elections for governing board members in odd-numbered years to move their elections to even-numbered years. SB 415's apparent goal is to increase voter turnout, given that even-numbered year elections generally have higher voter turnout rates than odd-numbered year elections. There are 70 jurisdictions in San Mateo County, and 33 of them currently hold elections in odd-numbered years. The San Mateo County Registration & Elections Division anticipates that many of these 33 jurisdictions will move to even-numbered year elections in the near future.

On September 29, 2016, the Governing Board of the Belmont-Redwood Shores School District (the "District") approved a resolution pursuant to Sections 1302(b) and 10404.5 of the California Elections Code requesting that election dates for future District board elections be moved from odd- to even-numbered years. Notice of the District's requested change was delivered on September 30, 2016. The resolution would move the District's next election, currently scheduled for November 2017, to November 2018. Current board members up for reelection in 2017 would have their terms extended through the next election in 2018, and board members up for reelection in 2019 will

continue through 2020. Section 10404.5 requires the Board of Supervisors to act on the request within sixty days.

Under Section 10404.5(d)(1), the Chief Elections Officer may submit to the Board of Supervisors a report on the cost-effectiveness of the proposed change. The Board of Supervisors is required by Section 10404.5(d) to approve the proposed change unless it finds that “the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled.” Upon approval by the Board of Supervisors, the Elections Division will prepare and mail a notice to the registered voters of the County, informing them of the election date change at the District’s expense.

**DISCUSSION:**

In order to assist the Board of Supervisors in making its determination regarding the District’s proposed change to even-numbered years, the Registration & Elections Division has reviewed the impact on costs, ballot style, voting equipment, computer capacity, staffing, and voter turnout.

When the Registration & Elections Division conducts an election for a jurisdiction such as the District, those elections are almost always consolidated with other elections occurring on the same date. The costs for such elections are allocated proportionally among participating jurisdictions based on two key factors: the number of registered voters within each jurisdiction and the number of entities participating in the given election. Typically, General District Elections in odd-numbered years have higher proportional costs than Statewide General Elections in even-numbered years for cities, school districts, special districts and other jurisdictions because the number of entities with elections during odd-numbered years is fewer, resulting in less cost sharing. Statewide General Elections in even-numbered years include federal, state, and county contests, the costs of which are borne solely by the County, and these elections constitute a substantial portion of the total cost for each Statewide General Election. Thus, when jurisdictions participate in Statewide General Elections, they bear a lower portion of the total election costs because a large portion is paid by the County and other countywide jurisdictions.

The voters in this District last voted at the polls in 2013 and 2014. In the Statewide General Election in 2014, the District’s cost per registered voter was \$1.39. Comparing this cost with the 2013 General District Election cost of \$1.88, we estimate that if the District switched to even-numbered year elections, it would experience a cost savings of approximately 26% for an election conducted with polling places.

Year	Cost of Election	Cost per Registered Voter
2013	\$43,550	\$1.88
2014	\$31,308	\$1.39
2015	\$22,901	\$1.02

In the November 2015 General District Election, the District's cost per registered voter was \$1.02. The cost for the 2015 election was much lower because that was the County's first election in the All Mailed Ballot Election Pilot Project that was authorized under Assembly Bill No. 2028 ("AB 2028"), which amended Elections Code Section 4001. Section 4001(a) permits San Mateo County to hold two additional all-mailed ballot elections in 2017. In September 2016, the Governor approved Senate Bill No. 450 ("SB 450"), known as the California Voter's Choice Act, which added Section 4005 to the Elections Code. Starting in 2018, this Act authorizes specified counties, including San Mateo, to hold all-mailed ballot elections under certain conditions. This would reduce costs associated with polling places, including poll worker recruitment and training, voting equipment, supplies, and labor. Thus, if the County holds an all-mailed ballot election in a future even-numbered year, then we expect costs for the District to be less than the 2014 cost of \$1.39 per registered voter. If adopted by the County, SB 450 will dramatically change the nature of our electoral operations by transitioning the County to all-mailed ballot elections. A more detailed analysis on the potential impact of these new laws will be presented to the Board of Supervisors at a later time.

The District's requested change will not have an immediate impact on the ballot styles, voting equipment or computer capacity. However, as more of the remaining 33 jurisdictions move to even-numbered elections years, there will be a cumulative and significant effect on Registration & Elections Division operations. When all jurisdictions move to even-numbered year elections sometime between 2017 and 2022, the total number of candidates for all jurisdictions could double in each election compared to the number of candidates in November 2016. This change will increase the variation in the Sample Ballot & Official Voter Information Pamphlets and the Official Ballot types. Overall costs for each election will increase, but the increase in costs will be distributed among more jurisdictions. Most importantly, staffing needs will more than double as tasks such as candidate filing increase and production of more voluminous election materials within statutory deadlines becomes more challenging during even-numbered years. Statewide General Elections will become more complex, requiring a shift from seasonal extra help staff to more experienced and knowledgeable permanent staff. The Division's operating budget needs will increase starting in FY 2018-19.

The voting and ballot counting equipment used by the Registration & Elections Division remain robust enough to permit the District, as well as the remaining jurisdictions within the County, to move its elections to even-numbered years from odd-numbered years. However, this equipment is nearing the end of its useful life. We will begin to evaluate new voting systems in 2017 that will improve accessible voting and will accommodate elections conducted in a wholly vote by mail environment under SB 450, if adopted by the County.

In terms of turnout, voter participation of registered voters in General District Elections generally falls between 25% to 29%. Voter turnout in the two previous Presidential Statewide General Elections (2008 and 2012) was over 79%. Voter turnout for the two previous Gubernatorial Statewide General Elections was 65% in 2010, and 46% (a historical low) in 2014. Accordingly, for the past eight elections scheduled in November

(2008 through 2015), voter turnout for Statewide General Elections has been at least double than that for General District Elections, so a move to Statewide General Elections is likely to substantially increase voter participation in future District elections.

**FISCAL IMPACT:**

Moving the District's election to even-numbered election years will not impact the Registration & Elections Division in its conduct of elections at this time. It could, however, slightly increase the cost of elections to the remaining jurisdictions in odd-numbered years. While there is no fiscal impact on the County now, as each jurisdiction moves to even-numbered year elections, the County's proportional share of elections costs for these elections will be reduced. Finally, as noted above, if all jurisdictions move to even-numbered year elections, the Registration & Elections Division is likely to incur substantial additional labor and other costs during even-numbered year elections.

**RESOLUTION NO. .**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING IMPLEMENTATION OF THE BELMONT-REDWOOD SHORES SCHOOL DISTRICT GOVERNING BOARD'S REQUEST THAT FUTURE BOARD ELECTIONS BE MOVED FROM ODD TO EVEN-NUMBERED YEARS.**

---

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

**WHEREAS**, in September 2015 the Governor signed Senate Bill No. 415, which in most instances requires local jurisdictions, including school districts, cities, and other districts, to move their elections for governing board members from odd-numbered years to even-numbered years if their elections currently occur on odd-numbered years; and

**WHEREAS**, on September 29, 2016, the Governing Board of the Belmont-Redwood Shores School District (the "District") approved a resolution pursuant to Section 10404.5(a) of the California Elections Code requesting that election dates for future District board elections be moved from odd- to even-numbered years; and

**WHEREAS**, the District submitted its resolution to the Board of Supervisors on September 30, 2016, and Section 10404.5(d)(1) requires this Board to act on the request within sixty days; and

**WHEREAS**, pursuant to Sections 10404.5(d)(1), the Chief Elections Officer submitted to the Board of Supervisors a report on the cost-effectiveness of the proposed action, and according to said report, the San Mateo Registration & Elections

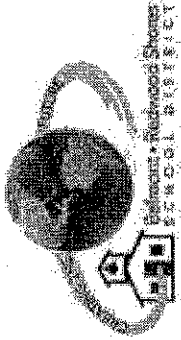
Division is able to handle the impact that the District's requested change will have on the ballot style, voting equipment, and computer capacity; and

**WHEREAS**, the Board of Supervisors is required by Section 10404.5(d)(1) to approve the proposed change unless it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Supervisors does not find that the ballot style, voting equipment, or computer capacity of the Registration & Elections Division is such that additional elections or materials cannot be handled in relation to the District's request, and accordingly the implementation of the District's resolution is approved, with the first election occurring pursuant to that resolution at the November 6, 2018, statewide general election.

\* \* \* \* \*





**BOARD OF TRUSTEES**

Suvarna Bhopale  
Amy Koo  
Huan Phan  
Robert Tashjian  
Charles Velschow

**Dr. Michael Milliken**  
Superintendent

**Craig A. Goldman**  
Chief Business Official

**CENTRAL SCHOOL**

Chris Marchetti, Principal  
525 Middle Road, Belmont  
650-637-4820

**CIPRIANI SCHOOL**

Jennifer Gaboury, Principal  
2525 Buena Vista Avenue, Belmont  
650-637-4840

**FOX SCHOOL**

Michael Pappas, Principal  
3100 St. James Road, Belmont  
650-637-4850

**NESBIT SCHOOL**

Robin Pang-Magazaris, Principal  
500 Biddliph Way, Belmont  
650-637-4860

**RALSTON MIDDLE SCHOOL**

Michael Dougherty, Principal  
2675 Ralston Avenue, Belmont  
650-637-4880

**REDWOOD SHORES SCHOOL**

Annie Cahoon, Principal  
225 Shearwater Parkway  
Redwood City, CA 94065  
650-802-8060

**SANDPIPER SCHOOL**

Tamara Moore, Principal  
801 Redwood Shores Parkway  
Redwood City, CA 94065  
650-631-5510

**Belmont-Redwood Shores**

School District  
2960 Halfmark Drive  
Belmont, CA 94002-2999  
650-637-4800 - Main  
650-637-4811 - Fax

<http://www.brssd.org>

September 30, 2016

Via U.S. Mail & Hand Delivery

San Mateo County Board of Supervisors  
c/o Mr. John L. Maltbie, County Manager/Clerk of the Board  
400 County Center  
Redwood City, CA 94063

Dear Mr. Maltbie:

In response to recent legislation, SB 415, the Governing Board of the Belmont-Redwood Shores School District passed, on September 29, 2016, Resolution #4.

Resolution #4 consolidates the election date for members of the Belmont-Redwood Shores School District Governing Board with the date of the statewide elections in November of even-numbered years pursuant to Section 1302(b) of the Elections Code. As stated in this provision, this resolution becomes operative upon approval by the county board of supervisors pursuant to Section 10404.5 of the Elections Code.

Accordingly, the resolution directs me, the Superintendent of the Belmont-Redwood Shores School District, to submit this resolution to the San Mateo County Board of Supervisors, no later than 240 days before the date of the currently scheduled November 2017 Board election. I hereby submit Resolution #4, a copy of which is enclosed. The resolution also requests that the Board of Supervisors approve Resolution #4 within 60 days of this submission.

Please let me know if you have any questions. I am providing a courtesy copy of this letter and Resolution #4 to County Counsel and the County's Chief Elections Officer.

Sincerely yours,

Michael Milliken, Ph.D.  
Superintendent

Enclosure: Belmont-Redwood Shores School District Resolution # 4, dated September 29, 2016.

cc: John C. Beiers  
San Mateo County Counsel  
400 County Center, 6<sup>th</sup> Floor  
Redwood City, CA 94063

Mark Church  
Chief Elections Officer & Assessor-County Clerk-Recorder  
County of San Mateo  
555 County Center  
Redwood City, CA 94063

2016-2017

BELMONT-REDWOOD SHORES SCHOOL DISTRICT

RESOLUTION #4

Extending Existing Trustee Terms by One Year to Comply with SB 415

WHEREAS, Section 1001 of the California Elections Code (“Elections Code”) establishes that elections held in June and November of even-numbered years are statewide general elections; and

WHEREAS, Section 1302(a) of the Elections Code and Section 5000 of the California Education Code establish the regular election cycle for school board members in any school district, with elections being held every two (2) years on the first Tuesday after the first Monday in November of odd-numbered years; and

WHEREAS, Section 14050 of the Elections Code (the “California Voter Participation Rights Act”) prohibits any political subdivision of the State, after January 1, 2018, to hold elections on dates other than a statewide election date if the subdivision’s previous elections falling on odd-numbered years have resulted in a significant decrease in voter turnout compared to the average voter turnout within that political subdivision for the previous four statewide general elections; and

WHEREAS, the District has undertaken an analysis of the voter turnout rates and has determined that there exists a significant decrease in voter turnout in odd-numbered years as compared to statewide general election dates; and

WHEREAS, Section 14050 of the Elections Code permits a political subdivision to continue to have regular elections on odd-numbered for a limited time so long as the subdivision adopts a plan not later than January 1, 2018, to consolidate its future elections with a statewide election not later than the November 8, 2022, statewide general election; and

WHEREAS, Section 1302(b)(1) of the Elections Code authorizes a school board to voluntarily change the regular election cycle for its members to occur on the same day as the statewide primary election, the statewide general election, or the general municipal election by adopting an appropriate resolution, subject to approval by the county board of supervisors (“Board of Supervisors”); and

WHEREAS, as of AUGUST 31, 2016, the Belmont-Redwood Shores School District (“District”) holds its board elections on the first Tuesday after the first Monday in November of odd-numbered years; and

WHEREAS, the District’s Board Bylaw 9220 states “To reduce costs associated with conducting elections, the Board may consolidate Board elections with the local municipal or statewide primary or general election”; and

WHEREAS, changing the election date for school Board elections to even-numbered years and consolidating Board elections with local municipal and statewide general elections will promote increased voter participation in school board elections as voter turnout is ordinarily higher in statewide elections, and will also minimize or avoid increased election costs to the District; and

WHEREAS, Section 10404.5(g) of the Elections Code requires that upon approval of the change in Board elections to even-numbered years pursuant to Section 1302(b) of the Elections Code, all incumbent Board members’ terms shall be extended by one year.

NOW, THEREFORE, BE IT RESOLVED, that the District adopts this Resolution to consolidate the election date for members of the Governing Board with the date of the statewide elections in November of even-numbered years pursuant to Section 1302(b) of the Elections Code; and

BE IT FURTHER RESOLVED, that the Superintendent is directed to submit this Resolution to the San Mateo County Board of Supervisors no later than 240 days before the date of the currently scheduled November 2017 Board election; and

BE IT FURTHER RESOLVED, that the Superintendent is directed to submit this Resolution to the San Mateo County Board of Supervisors and request that all school districts and the County Board of Education are provided notice of this Resolution and that input in requested from each school district within San Mateo County on the effect of consolidation, with a 30-day response deadline; and

BE IT FURTHER RESOLVED, that within 60 days from the date the District submits this Resolution to the Board of Supervisors, the Board of Supervisors is requested, by this Resolution, to approve the Resolution; and

BE IT FURTHER RESOLVED, that the District requests the Board of Supervisors post the required public notices of the proceeding in which this Resolution is to be considered for adoption by the Board of Supervisors, as provided by Section 25151 of the Government Code including providing notice of all affected voters; and

BE IT FURTHER RESOLVED, that pursuant to Section 10404.5(g) of the Elections Code, if the consolidation of election is approved by the Board of Supervisors, all incumbent Board member terms shall be extended by one (1) year; and

BE IT FURTHER RESOLVED, that staff shall prepare and present to the Board for consideration the adoption of any necessary changes to the District Board Policies and/or Administrative Regulations as a result of this adoption; and

BE IT FURTHER RESOLVED, that the Superintendent and/or his designee are hereby authorized to take such other action or steps necessary to carry out the intent of this Resolution.

ADOPTED, SIGNED and APPROVED this 29<sup>th</sup> day of September of 2016.

AYES AND IN FAVOR OF RESOLUTION

NOES AND AGAINST SAID

RESOLUTION



ABSTENTIONS:

ABSENT:

APPROVED/FILED



Clerk of the Board



# PROCLAMATION

*THE BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO, STATE OF CALIFORNIA  
Designating December 27, 2016 – January 15, 2017 as*

## *The Decade of Shen Yun*

\*\*\*\*\*

**WHEREAS**, the San Mateo County Board of Supervisors takes pride in recognizing ten years of artistry provided by **SHEN YUN** Performing Arts, the world’s premier classical Chinese dance and music company that has thrilled Bay Area audiences for the past decade; and

**WHEREAS**, **SHEN YUN** has performed in many of the most prestigious theaters in the world, inspired the hearts of millions, and won praise from numerous top artists and critics since 2007; and

**WHEREAS**, **SHEN YUN** Performing Arts, based in New York, has as its mission, “to revive the essence of five millennia of Chinese civilization and create a bridge of dialogue between the East and West through the universal language of music and dance”; and

**WHEREAS**, **SHEN YUN** weaves a wondrous tapestry of heavenly realms, ancient legends, and modern heroic tales that transport audiences to a world of beauty, purity and courage; and

**WHEREAS**, **SHEN YUN** artists have flourished in the West, independent of the censorship found in China today; and

**WHEREAS**, the San Francisco Falun Buddha Study Association, the local presenter of Shen Yun, believes that **SHEN YUN** contributes to the cultural diversity of every community while providing its audiences of all ages with an unforgettable, inspiring experience that in Cate Blanchett’s words is, “exquisitely beautiful”; and

**WHEREAS**, and according to the New York Times an evening of **SHEN YUN** includes, “5,000 years of Chinese music and dance in one night.”

**NOW, THEREFORE, BE IT PROCLAIMED** that the Board of Supervisors of the County of San Mateo, State of California, hereby celebrate the ten year anniversary of **SHEN YUN** Performing Arts and extend their best wishes to the musicians, dancers, choreographers, and artists for another successful decade of classical Chinese dance and music. BRAVO!

Dated: November 15, 2016

**SUPERVISORS:**

\_\_\_\_\_  
*WARREN SLOCUM, PRESIDENT*

\_\_\_\_\_  
*DAVE PINE*

\_\_\_\_\_  
*CAROLE GROOM*

\_\_\_\_\_  
*DON HORSLEY*

\_\_\_\_\_  
*ADRIENNE J. TISSIER*

Attest:

\_\_\_\_\_  
Deputy Clerk of the Board of Supervisors



# RESOLUTION

THE BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO, STATE OF CALIFORNIA  
RESOLUTION CONGRATULATING

## *The City of Brisbane* *Upon the 55<sup>th</sup> Anniversary of Incorporation*

\*\*\*\*\*

**WHEREAS**, originally proposed as the City of Visitacion, Brisbane quickly grew in the aftermath of the 1906 Great San Francisco Earthquake, expanding from just five families in the early 20th Century to 2,500 residents by 1940 and more than 5,000 through World War II to its current number of 4284 per the 2010 United States Census; and

**WHEREAS**, the community matured and began to consolidate into a municipal entity, residents sounded the call for incorporation that by May 1960 public meetings on the topic began and on September 12th, 1961 Brisbane voters chose incorporation the final vote reflecting 710 ayes and 296 nays; and

**WHEREAS**, the oyster shell mounds along the creek's canyons and ravines offered clues as to the early history of Brisbane. From those mounds, archaeologists unearthed relics of the area's first inhabitants: the Costanoan Indians; and

**WHEREAS**, one of the new settlers was Jacob Primer Leese, and upon entering California for the first time in 1833 took possession of the land grant entitled Rancho Canada de Guadalupe la Visitacion y Rodeo Viejo in 1838, three years before he received the official title to the land. The grant covered 9,500 acres and included three separate valleys: La Visitacion, Rodeo Viejo and Canada de Guadalupe, the valley which now contains the City of Brisbane; and

**WHEREAS**, the **CITY OF BRISBANE** retains vestiges of its rural roots and small-town charm as a unique community nestled on the eastern slope of San Bruno Mountain; Brisbane remains San Mateo County's quiet gem in an oasis of green.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of San Mateo County congratulates the **CITY OF BRISBANE** upon the 55<sup>th</sup> Anniversary of Incorporation and hereby extends sincere wishes for continued economic prosperity and vitality for many more decades to come.

*Dated: OCTOBER 1, 2016*

**SUPERVISORS:**

\_\_\_\_\_  
*WARREN SLOCUM, PRESIDENT*

\_\_\_\_\_  
*DAVE PINE*

\_\_\_\_\_  
*CAROLE GROOM*

\_\_\_\_\_  
*DON HORSLEY*

\_\_\_\_\_  
*ADRIENNE J. TISSIER*

*Attest:* \_\_\_\_\_  
*Deputy Clerk of the Board of Supervisors*





# RESOLUTION

THE BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO, STATE OF CALIFORNIA  
RESOLUTION CONGRATULATING

## *Doelger Senior Center*

*Upon the Celebration of its*

## *35<sup>th</sup> Anniversary*

\*\*\*\*\*

**WHEREAS**, in 1978, the Daly City Senior Advisory Council identified the then-closed Abraham Lincoln School campus as an ideal site to create a place where older residents could gather for social, recreational, educational and other activities and services designed to improve their lives; and

**WHEREAS**, in November 1979, Thelma Doelger agreed to help the city purchase the school property, in memory of her late husband Henry Doelger, who planned and developed Daly City's Westlake neighborhood; and

**WHEREAS**, after a year of fundraising, planning and renovation efforts by countless volunteers and supporters, the Honorable Anthony Giammona as Mayor at the time dedicated the site on November 1, 1980; afterwards Doelger's founder and President Edward King presented the building to the City of Daly City; and

**WHEREAS**, through the years, **DOELGER SENIOR CENTER** has provided for two counties needed care and support to thousands of older adults and their families through a variety of programs, such as fitness and wellness classes, lifelong learning courses, daily hot meals including home-delivered meals and a myriad of events and activities.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of San Mateo County congratulates the **DOELGER SENIOR CENTER** and the City of Daly City upon the center's 35<sup>th</sup> anniversary. The Board expresses its gratitude to all who support mission of the center to improve the lives of older adults and extends sincere wishes for at least another three decades of excellence and success.

*Dated: NOVEMBER 1, 2016*

**SUPERVISORS:**

\_\_\_\_\_  
*WARREN SLOCUM, PRESIDENT*

\_\_\_\_\_  
*DAVID PINE*

\_\_\_\_\_  
*CAROLE GROOM*

\_\_\_\_\_  
*DON HORSLEY*

\_\_\_\_\_  
*ADRIENNE J. TISSIER*

*Attest:* \_\_\_\_\_  
*Deputy Clerk of the Board of Supervisors*





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Board of Supervisors



**Date:** November 7, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Supervisor Dave Pine

**Subject:** Appointment to the Mental Health & Substance Abuse Recovery Commission

**RECOMMENDATION:**

Recommendation for appointment of Dorothy Christian, representing Family Member, to the Mental Health and Substance Abuse Recovery Commission, terms ending September 30, 2019.

**BACKGROUND:**

The Mental Health and Substance Abuse Recovery Commission reviews and evaluates the County's mental health and substance abuse disorders needs, services, facilities and special problems. The Commission advises the Board of Supervisors and the Behavioral Health and Recovery Services Director on any aspect of the local mental health and substance abuse disorders services and programs. They also review and approve procedures used to ensure citizen and professional involvement at all stages of the planning process. Submission of the annual report on the needs and performance of the County's behavioral health and recovery services system are submitted on an annual basis.

**DISCUSSION:**

This appointment contributes to the 2025 Shared Vision statement of a Collaborative Community. Our diverse population works well together to build strong communities, effective government and a prosperous economy, civic engagement – including voting, public service, charitable giving, volunteerism, and participation in public discussions of important issues – is uniformly high among the diverse population of San Mateo County.

**FISCAL IMPACT:**

None.





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Board of Supervisors



**Date:** November 2, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Carole Groom, Supervisor, District 2

**Subject:** Designation of the San Mateo County Arts Commission as the Local Arts Partner with the California Arts Council (CAC), until rescinded, and authorization to submit an application for a CAC grant

**RECOMMENDATION:**

Adopt a resolution:

- A) Designating the San Mateo County Arts Commission as the County's local arts partner with the California Arts Council, until rescinded; and
- B) Authorizing the County Manager to submit an application to the State-Local Partnership Program for a grant and execute the grant contract if awarded.

**BACKGROUND:**

In 2006, the Board of Supervisors sent a letter to the California Arts Council designating the County of San Mateo Arts Commission as the County's local arts partner. Recently, a representative from the California Arts Council contacted the San Mateo County Arts Commission's Chair and its Art Director, as representatives of the County Manager's Office/Board of Supervisors which are the departments that supports the Arts Commission, to request a resolution formally designating the Arts Commission as the local arts partner and authorizing the submittal of an application for funding, as part of the California Arts Council annual funding application process.

**DISCUSSION:**

In 2011, the San Mateo County Arts Commission developed and adopted a five year Strategic Plan. Key initiatives in the plan included developing a formal grant-making program to support arts educators, artists and arts organizations; increasing grant funding for the both the Commission and the grants program; and, improving exhibits in the County Center galleries. In past five years, the Arts Commission made significant

progress on all their key initiatives. The Arts Commission expects to expand on their past accomplishments in the upcoming year and begin the process of developing a San Mateo County Cultural Arts Plan 2016-20, for the years ahead. Through communication with California Arts Council staff, potential funding to support this project was identified.

The County Manager's Office staff has authorized the San Mateo County Arts Commission Chair and its Arts Director to submit the grant application and will request Board authorization to execute a subsequent contract.

The designation of the County Arts Commission as the local arts partner with the State-Local Partnership Program, until rescinded, and submittal of an application for funding contributes to the Shared Vision 2025 for a collaborative community as the Arts Commission's goal is a local arts agency that represents the arts county-wide and can support and sustain the arts county-wide.

**FISCAL IMPACT:**

There is no fiscal impact to the County in designating the Arts Commission as the local arts partner, until rescinded; but, it opens up the potential to access funding from the state for the arts.

**RESOLUTION NO. \_\_\_\_\_**

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

\* \* \* \* \*

**RESOLUTION A) DESIGNATING THE SAN MATEO COUNTY ARTS COMMISSION AS THE COUNTY'S LOCAL ARTS PARTNER WITH THE CALIFORNIA ARTS COUNCIL, UNTIL RESCINDED; AND B) AUTHORIZING THE COUNTY OF SAN MATEO'S DEPUTY COUNTY MANAGER TO SUBMIT AN APPLICATION TO THE CALIFORNIA ARTS COUNCIL'S STATE-LOCAL PARTNERSHIP PROGRAM FOR A GRANT AND EXECUTE THE GRANT CONTRACT IF AWARDED**

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

**WHEREAS**, the California Arts Council and the California State Legislature have established a State-Local Partnership Program designed to foster cultural development at the local level through funding, information exchange, cooperative activities, and leadership; and

**WHEREAS**, the County of San Mateo Arts Commission, as an agency of County government, is considered a local arts agency by the California Arts Council, until rescinded; and

**WHEREAS**, it is necessary to designate the Arts Commission as the local partner for the State-Local Partnership Program, until rescinded, to secure funding in support of the County's and the Arts Commission's efforts on behalf of the cultural life of the citizens of San Mateo County; and

**WHEREAS**, it is necessary to authorize the County Manager, or his designee, as the staff support for the Arts Commission to submit an application to the State-Local

Partnership Program for a grant and to execute the grant contract.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Supervisors by adoption of this Resolution, hereby A) designates the San Mateo County Arts Commission as the County's local arts partner with the California Arts Council, until rescinded; and B) authorizes the County Manager, or his designee, as the staff support for the Arts Commission to submit an application to the State-Local Partnership Program for a grant and execute the grant contract if awarded.

\* \* \* \* \*





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Board of Supervisors



**Date:** October 3, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Supervisor Warren Slocum

**Subject:** Appointment to the Emergency Medical Care Committee (EMCC)

**RECOMMENDATION:**

Recommendation for appointment of Larisa Nadukovskaya, representing Emergency Physician, to the Emergency Medical Care Committee (EMCC), for a term ending March 31, 2020.

**BACKGROUND:**

The responsibility of the Emergency Medical Care Committee is to review annually each of the ambulance services operating and offered within the County, as well as first aid practices in the County. The Committee establishes and monitors emergency care guidelines, presents recommendations to improve emergency care, and establishes and monitors critical patient treatment and transfer guidelines.

**DISCUSSION:**

San Mateo County Emergency Medical Services Agency is requesting appointment of Dr. Larisa Nadukhovskaya as Emergency Physician representative to the EMCC. Dr. Nadukhovskaya is a Board Certified Emergency Physician with more than ten years of experience in the emergency care environment in San Mateo County. In addition to her work as ED physician, Dr. Nadukhovskaya serves as the Chairwoman of the Department of Emergency Medicine at Seton Medical Center.

This appointment contributes to the 2025 Shared Vision statement of a Collaborative Community. Our diverse population works well together to build strong communities, effective government and a prosperous economy, civic engagement – including voting, public service, charitable giving, volunteerism, and participation in public discussions of important issues – is uniformly high among the diverse population of San Mateo County.

**FISCAL IMPACT:**

None.





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
County Manager



**Date:** November 3, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Supervisor Warren Slocum

**Subject:** Reappointments to the Commission on Disabilities

**RECOMMENDATION:**

Recommendation for reappointments to the Commission on Disabilities, each for a term ending June 30, 2019:

- A) Ligia Andrade; and
- B) Robert Hall.

**BACKGROUND:**

The Commission on Disabilities serves as advisors to the Board of Supervisors, providing opportunities for people with disabilities to participate in, and influence the development of, public policy that promotes the full integration of people with disabilities in their communities. The Commission is looking for people who are dedicated and committed to improving the quality of life for people with disabilities through San Mateo County.

**DISCUSSION:**

Ligia Andrade and Robert Hall have been commission members since July 2013 and are being recommended for reappointment by the commission's executive committee.

These appointments contribute to the 2025 Shared Vision statement of a Collaborative Community. Our diverse population works well together to build strong communities, effective government and a prosperous economy, civic engagement – including voting, public service, charitable giving, volunteerism, and participation in public discussions of important issues – is uniformly high among the diverse population of San Mateo County.

**FISCAL IMPACT:**

None.





**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
**Board of Supervisors**



**Date:** November 4, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice/Hearing:** None  
**Vote Required:** Majority

**TO:** Honorable Board of Supervisors  
**FROM:** Supervisor Adrienne J. Tissier  
**SUBJECT:** Appointment to the Local Governing Board of Directors of Seton Medical Center and Seton Coastside

**RECOMMENDATION:**

Adopt a resolution appointing Helen Fisicaro to the Local Governing Board of Directors of Seton Medical Center and Seton Coastside, for a term ending December 31, 2017.

**BACKGROUND:**

On December 3, 2015, the California Attorney General (AG) approved the proposed agreement between BlueMountain Management, LLC and the Daughters of Charity for the restructuring of Seton Medical Center and Seton Coastside. The AG's approval was subject to 23 conditions relating to the operation of Seton Medical Center and Seton Coastside. One of these conditions, Condition XIII, required the creation of the Local Governing Board of Directors for a period of ten years.

Condition XIII specifies the responsibilities of the Local Governing Board. The Local Governing Board must be consulted with prior to the Seton Medical Center and Seton Coastside Boards of Directors making any changes to services or charity care, or making capital expenditures. The Local Governing Board is also to review all reports generated by Seton Medical Center and Seton Coastside Board of Directors addressing their compliance with the 23 conditions imposed by the AG.

Condition XIII also details the membership makeup of the Local Governing Board. The membership must include one member appointed by San Mateo County Board of Supervisors. The Local Governing Board's membership must also be comprised of physicians from the medical staff, the Chief of Staff, and community representatives, including at least one local healthcare advocacy group.

**DISCUSSION:**

Helen Fisicaro is the Vice Mayor and Council Member of the Town of Colma. She earned a double Bachelor of Science in Business Administration and Human Resource

Management at San Francisco State University. In addition to her over 40 years of experience in the private sector handling government relations and contract management, she has dedicated over 20 years of public service serving as a Colma City Council Member. She has received several awards in recognition of her dedication and service to the County of San Mateo.

Helen Fisicaro's appointment is effective immediately and pursuant to the AG's Condition XIII requiring that the San Mateo County Board of Supervisors appoint one member to serve on the Local Governing Board of Directors of Seton Medical Center and Seton Coastside.

**FISCAL IMPACT:**

None

[CCO-150873]

**RESOLUTION NO. .**

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

\* \* \* \* \*

**RESOLUTION APPOINTING HELEN FISICARO TO THE LOCAL GOVERNING BOARD OF DIRECTORS OF SETON MEDICAL CENTER AND SETON COASTSIDE, FOR A TERM ENDING DECEMBER 31, 2017**

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

**WHEREAS**, on December 3, 2015, the California Attorney General approved the proposed agreement between BlueMountain Management, LLC and the Daughters of Charity for the restructuring of Seton Medical Center and Seton Coastside; and

**WHEREAS**, the Attorney General conditioned its approval of the proposed restructuring agreement upon 23 conditions relating to the operation of Seton Medical Center and Seton Coastside; and

**WHEREAS**, Condition XIII of the required conditions was for the creation of the Local Governing Board of Directors for Seton Medical Center and Seton Coastside for a period of ten years; and

**WHEREAS**, the Attorney General requires the membership of the Local Governing Board of Directors to include one member appointed by the San Mateo Board of Supervisors; and

**WHEREAS**, the Board of Supervisors now wishes to appoint Helen Fisicaro to serve as its appointed member on the Local Governing Board of Directors for Seton Medical Center and Seton Coastside, effective immediately.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that Heather Fisicaro be and is hereby appointed to the Local Governing Board of Directors of Seton Medical Center and Seton Coastside for and on behalf of the County of San Mateo for a term ending December 31, 2017.

**BE IT FURTHER RESOLVED** that each future appointment will serve for a two year term.

\* \* \* \* \*





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
County Counsel



**Date:** October 13, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** John C. Beiers, County Counsel

**Subject:** Correction of Property Tax Rolls Pursuant to sections 4831, et seq., of the Revenue and Taxation Code.

**RECOMMENDATION:**

Approve corrections to the identified tax rolls and corresponding tax refunds.

**BACKGROUND:**

Revenue and Taxation Code sections 4831, et seq., allow for the correction of clerical, descriptive and tax roll errors or mistaken entries. Over the course of any year, it is not uncommon to uncover some errors among the tens of thousands of assessments made by the Assessor. The errors may be caused by defects or delays in information or descriptions provided by assessees, recently discovered economic or historical information, duplication of assessments or simple clerical or mathematical errors by the assessee or the Assessor, or both. When the correction to the tax roll involves a refund, correction or cancellation of taxes in excess of \$50,000.00, Board of Supervisors' approval of that correction is required.

**DISCUSSION:**

The Assessor and Controller have found one enrolled assessment that requires a correction to be approved by the Board of Supervisors. Attachment A to this memorandum lists the name of the taxpayer and the property address, the reasons for the correction, the amount of the correction, as well as the Roll Change number. Board approval of this correction is evidenced by the execution of the Roll Correction form on behalf of the Board of Supervisors by the President of the Board.

Authorizing this correction of the property tax roll will contribute to the Shared Vision 2025 outcome of Collaborative Community by demonstrating fiscal accountability.

**FISCAL IMPACT:**

The total fiscal impact is a reduction to the tax roll of \$97,614.00 in 2016.

ATTACHMENT A

**Roll Corrections**

	<b>Taxpayer Property Address and APN or Account No.</b>	<b>Tax Year and Reason/Description</b>	<b>Tax Roll Amount Reduced (Including interest, if applicable)</b>	<b>Change Number</b>
1	Century Centre Investors/Harvest Properties 3425 Christie Ave., Ste. 220 Emeryville, CA 94608  APN: 035-440-690	<u>2016</u> : Correction to reflect completed construction added to incorrect parcel.	\$97,614.00	16-0471
	<b>TOTAL ROLL REDUCTIONS</b>	<b>\$ 97,614.00</b>		
	<b>TOTAL REFUNDS</b>	<b>\$0</b>		



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Office of Sustainability



**Date:** October 20, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Jim Eggemeyer, Director, Office of Sustainability

**Subject:** Garbage and Recyclables Collection Rates in the Unincorporated Franchised Areas within the South Bayside Waste Management Authority

**RECOMMENDATION:**

Adopt a resolution setting January 10, 2017 at 9:15 a.m. at the regularly scheduled Board meeting, as the time and place for a public hearing on the garbage and recyclables collection rates for the Unincorporated Franchised Area within the South Bayside Waste Management Authority service area, exclusive of County Service Area No. 8 (North Fair Oaks) and West Bay Sanitary District.

**BACKGROUND:**

On October 20, 2009, your Board adopted Resolution No. 070423 which approved a franchise agreement with Recology San Mateo County (RSMC) to provide services for the collection of recyclable materials, organic materials, and garbage from January 1, 2011 through December 31, 2020. These services began on January 1, 2011 and have been provided to County Service Area No. 8 (CSA-8) and the Unincorporated Franchised Area (County Franchised Area) within the South Bayside Waste Management Authority (SBWMA) service area (Burlingame to Menlo Park). This County Franchised Area is comprised of the following communities: Burlingame Hills, San Mateo Highlands and Baywood Park (Crystal Springs area of Baywood Park). Harbor Industrial, Devonshire Canyon, Palomar Park, Oak Knoll, Kensington Square, Emerald Lake Hills, Sequoia Tract, Peninsula Golf Club, and Trailer Rancho.

Over the course of the last two years, the first action by your Board occurred on November 18, 2014, your Board adopted Resolution No. 073499, adopting the 2015 garbage and recyclables collection rates for the County Franchised Area at the same level as the 2014 rates, which were effective on January 1, 2015; and then on February 23, 2016, your Board adopted Resolution No. 074365, approving a 2.7% rate increase for the 20 – 32-gallon cart sizes for the garbage and recyclables collection rates for the County Franchised Area, effective March 1, 2016.

The process to be followed for adopting the garbage and recyclables collection rates includes:

1. Adopt a resolution of the proposed collection rates.
2. Hold a public hearing and receive testimony on the proposed rates.

Articles XIIC and XIID of the State Constitution (Proposition 218), require a notice be sent to property owners informing them of the public hearing to consider any new or increased property-related fees, and a mechanism for rejecting the fees via a “majority protest” at the public hearing. We are recommending that your Board direct the Office of Sustainability (Office) to notify each affected property owner in the County Franchised Area of the proposed rates by mail and to explain that protests to the rates must be in writing.

If there were a successful majority protest, your Board would be prevented from setting the rates.

#### **DISCUSSION:**

The transition to RSMC collection services has resulted in significantly expanded weekly collection of recyclable and organic materials and increased diversion of garbage from landfills. The increase in diversion of solid waste helps to achieve diversion goals for CSA-8 and the County Franchised Area (CFA).

The RSMC franchise agreement allows for specific adjustments in RSMC’s compensation during the first three rate years (2011-2013) to support providing services to the rate payers. To make adjustments for the 2017 rate year, RSMC is required to submit a contractor’s compensation application based on actual services provided in 2015, the reconciliation of the actual revenue received for 2014 and 2015, and the projected costs for providing service in the 2017 rate year. The application was submitted to the SBWMA for their review and approval.

The SBWMA compiled data from the RSMC compensation application, data from South Bay Recycling (Shoreway Environmental Center operator), and information regarding member agency fees and other associated costs into a consolidated rate report “SBWMA Final Report Reviewing the 2017 Recology San Mateo County Compensation Application, September 21, 2016” (SBWMA 2017 Rate Report.) The rate increases or decreases recommended in the SBWMA 2017 Rate Report represent rate adjustments for each member agency that the SBWMA believes are necessary to meet the revenue requirements to provide garbage and recyclables collection services for 2017.

The proposed rates for the CFA are listed in Exhibit A to the resolution and represent a 3.0% rate increase for residential customers who have 20 and 32-gallon size carts from the rates previously set by your Board for 2016. The SBWMA 2017 Rate Report noted the RSMC’s 2017 compensation application is based upon adjustments to the 2016 costs, the 2017 projected costs, increases in labor costs and performance incentives/disincentive payments.

RSMC's costs are divided into nine cost categories and each is allocated based upon four operational statistics to our geographic areas. These operational statistics are updated annually in April and May, and include: route labor hours, route hours, number of containers in service, and number of accounts serviced. RSMC's compensation is allocated each year based on the updated statistics. Therefore, the percent of cost allocated to each Member Agency changes each rate year.

The Office's analysis included four areas for their review: the SBWMA 2017 Rate Report, the projections of costs until the end of the contract term (2020), the indices (CPI, fuel, etc.) used for cost adjustments, and the revenue collected from both commercial and residential customers. The SBWMA 2017 Rate Report indicated a rate increase was not necessary for 2017. The SBWMA analysis is based on projections to arrive at the 2017 compensation costs, and it includes estimated projections which will not be reconciled until the following rate years. The Office's analysis does not include these projections until the year in which they will be reconciled due to fluctuations in commercial accounts, indices (CPI, fuel, etc.) and services, which can have a direct impact on revenue. The SBWMA 2017 Rate Report recommended an overall -7.6% rate decrease for the CFA (due to an estimated surplus) at their September 21, 2016 meeting. This surplus is attributed to the revenue collected for commercial accounts. For reference, Attachment A includes the recommended rates for each Member Agency contained in the SBWMA 2017 Rate Report as approved by the Member Agencies at the September 21, 2016 SBWMA meeting.

The most significant change indicated in the SBWMA 2017 Rate Report, was the decrease in the fuel index by 38.3%, an increase in labor costs, and the performance metrics cost adjustments; each of these can significantly modify the contractor's costs projections for each rate year and how the total costs are allocated to each member of the agency in the SBWMA service area.

Additionally, the Office also reviewed the actual costs and revenue for both residential and commercial accounts. The Office of Sustainability and the SBWMA have determined that the commercial rates do not require an increase as they are sufficient to cover the collection services and disposal costs. Conversely, the smaller carts residential rates are not meeting the actual costs to provide services, (based on a study conducted by the SBWMA) and therefore, require a modest rate adjustment to align (20 and 32-gallon sizes) residential cart rates to the actual collection services and disposal costs. In order to begin to align these rates with the actual costs, the Office is recommending an increase to the residential 20 and 32-gallon size cart rates, over a period of time until they align with the actual costs. The Office is evaluating different rate structures for future years for both residential and commercial accounts to capture the actual costs for collecting all three carts (garbage, recycling, and organics) for residential dwellings and commercial bin services, and staff could be recommending a similar rate increase for the subsequent calendar year(s) to generate the required revenue to cover the actual costs of collection for cart services.

Office staff has conducted an analysis of the revenue, expenditures, shortfall, and surplus information and believes that a 3.0% rate increase for residential carts (20 and 32-gallon sizes) is more appropriate to more closely align cart rates with the actual collection and disposal costs for these two cart sizes. The current rate for one 32-gallon cart is \$35.90; and the proposed rate for one 32-gallon cart is \$36.98 per month. This represents an increase of \$1.08 per month from the current (2016) rate adopted in 2016, and the recommended proposed rates would be effective on February 1, 2017. The recommended rates will also continue to reflect a five percent (5%) franchise fee that will be paid to the County from RSMC.

The franchise agreement also includes fees for Unscheduled Services (Attachment Q of the Franchise Agreement) that we are recommending your Board reaffirm through the rate adoption process, attached as Exhibit B to the Resolution. The Unscheduled Services are generally those additional services that are specifically requested and paid for by the ratepayer, in addition to the basic collection service charges. The Unscheduled Service fees are not property-related fees and therefore not subject to the Proposition 218 rate setting requirements. The franchise agreement allowed for a CPI increase to the Unscheduled Services Fees as reflected in Exhibit B to the Resolution. These Unscheduled Services Fees are effective January 1, 2017.

County Counsel has reviewed and approved the resolution as to form.

Approval of this action will contribute to the Shared Vision 2025 outcome of a Collaborative Community by informing and engaging residents in the process to adopt garbage and recyclables collection rates.

**FISCAL IMPACT:**

There is no impact to the County General Fund.

The proposed 2017 rates reflect a 3.0% increase to the 20 and 32-gallon residential cart sizes rates in the CFA over the current rates. The costs for the CFA Prop 218 notices will be reimbursed from the franchise fees.

Attachment A: Total Collection Rate Impact by Member Agency 2017

**RESOLUTION NO. .**

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

\* \* \* \* \*

**RESOLUTION SETTING JANUARY 10, 2017 AT 9:15 A.M. AT THE REGULARLY SCHEDULED BOARD MEETING, AS THE TIME AND PLACE FOR A PUBLIC HEARING ON THE GARBAGE AND RECYCLABLES COLLECTION RATES FOR THE UNINCORPORATED FRANCHISED AREA WITHIN THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY SERVICE AREA, EXCLUSIVE OF COUNTY SERVICE AREA NO. 8 (NORTH FAIR OAKS) AND WEST BAY SANITARY DISTRICT**

---

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

**WHEREAS**, on October 20, 2009, this Board adopted Resolution No. 070423, which approved a new franchise agreement with Recology San Mateo County (RSMC) to provide services for the collection of recyclable materials, organic materials, and garbage in County Service Area No. 8 (CSA-8); and the Unincorporated Franchised Area (County Franchised Area) within the South Bayside Waste Management Authority (SBWMA) service area (Burlingame to Menlo Park), exclusive of West Bay Sanitary District, from January 1, 2011 through December 31, 2020; and

**WHEREAS**, RSMC began service in the SBWMA service area on January 1, 2011; and

**WHEREAS**, the County Franchised Area is comprised of the following communities: Burlingame Hills, San Mateo Highlands and Baywood Park (Crystal Springs area of Baywood Park), Harbor Industrial, Devonshire Canyon, Palomar Park, Oak Knoll, Kensington Square, Emerald Lake Hills, Sequoia Tract, Peninsula Golf Club, and Trailer Rancho; and

**WHEREAS**, on November 18, 2014, the Board adopted Resolution No. 073499, adopting the garbage and recyclables collection rates for 2015 for the County Franchised Area at the same levels as the previously adopted rates, and effective January 1, 2015; and

**WHEREAS**, on February 23, 2016, the Board adopted Resolution No. 074365 adopting the garbage and recyclables collection rates for the County Franchised Area effective March 1, 2016; and

**WHEREAS**, the Constitution of the State of California requires that written notice of any proposed new or increased fees or property related charges be provided by mail to the record owners of each parcel upon which the charges are proposed for imposition; and

**WHEREAS**, in light of the proposed new rates, a written notice of the rates must be provided to the record owner of each parcel within the County Franchised area to comply with Proposition 218 requirements; and

**WHEREAS**, the Franchise Agreement with RSMC included the Unscheduled Services fees (Attachment Q of the Franchise Agreement) that are specifically requested and are paid for by the ratepayer, adjusted annually based upon the Consumer Price Index, and are in addition to the base collection rates; and

**WHEREAS**, the Unscheduled Service fees, attached hereto as Exhibit B, are not part of the base rates required for garbage and recyclables collection services, as they are fees for additional services that are electively subscribed to by ratepayers, were approved at the time the Franchise Agreement was executed by the County, are



not property related fees subject to Proposition 218, and apply to the County Franchised Area and County Service Area No. 8.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED as follows:**

1. **Tuesday, January 10, 2017 at 9:15 a.m.** in the Chambers of the Board of Supervisors of the County of San Mateo, in the Hall of Justice and Records, Redwood City, California, is hereby fixed as the time and place of the hearing on the garbage and recyclables collection rates for the County Franchised Area, effective February 1, 2017.
  
2. **IT IS HEREBY FURTHER DETERMINED AND ORDERED** that the Director of the Office of Sustainability shall cause a copy of the "NOTICE OF PUBLIC HEARING," attached hereto as Exhibit C, to be published **once a week for two successive weeks** prior to the date set for the public hearing in a newspaper of general circulation.
  
3. **IT IS HEREBY FURTHER DETERMINED AND ORDERED** that the Director of the Office of Sustainability shall prepare a written notice of the proposed garbage and recyclables collection rates for the County Franchised Area, which will be the basis for the imposition and collection of charges by Recology San Mateo County and that the notice be sent by mail to the record owner of each parcel within County Franchised Area.

\* \* \* \* \*

## Attachment A

<b>Total Collection Rate Impact by Member Agency – 2017***</b>							
	<b>Total SBWMA Member Agencies</b>	<b>Town of Atherton</b>	<b>City of Belmont</b>	<b>City of Burlingame</b>	<b>City of East Palo Alto</b>	<b>City of Foster City</b>	<b>Town of Hillsborough</b>
Rate Adjustment Percentage	-1.0%	-23.9%	*	2.6%	11.6%	-2.9%	-41.9%
	<b>City of Menlo Park</b>	<b>CSA-8 (North Fair Oaks)</b>	<b>City of Redwood City</b>	<b>City of San Carlos</b>	<b>City of San Mateo</b>	<b>West Bay Sanitary District</b>	<b>County Franchised Area</b>
Rate Adjustment Percentage	9.6%	-0.8%	-1.9%	-5.3%	2.3%	-1.6%	-7.6%**

\* The City of Belmont calculates their rate adjustments independent of the SBWMA Rate Report process.

\*\* The Office is recommending a 3.0% rate increase for 20 and 32-gallon cart services based on a detailed analysis of County Franchised Area, collection service requirements.

\*\*\*Source Document: SBWMA, September 15, 2016 SBWMA Final Report Reviewing the 2017 Recology Compensation Application page 13 and 14, (Full packet page 77 of 219).

### Exhibit A

Garbage and Recyclables Collection Rates in the County Franchised Area within the South Bayside Waste Management Authority service area, excluding CSA-8 (North Fair Oaks), and West Bay Sanitary District,  
Effective February 1, 2017

Quantity	Size of the Garbage Container	Frequency of Pick-Up	Current Rate (\$/month)	Proposed Rate** (\$/month)
1	20 gallon cart	1 x per week	\$30.21	\$31.12
1	32 gallon cart	1 x per week	\$35.90	\$36.98
1	64 gallon cart	1 x per week	\$61.95	\$61.95
1	96 gallon cart	1 x per week	\$88.00	\$88.00

\*The charges in Table 1 are for all three curbside carts, including: one (1) - garbage cart, one (1) - 64 gallon recycling cart, and one (1) - 96 gallon compost cart. The rate for curbside service is based upon the size of the garbage cart. Additional solid waste carts will be subject to the fees as listed in Table 1 (Exhibit "A"). Additional recycling or compost carts will be subject to the service fees as listed in Exhibit "B" (Attachment Q- Unscheduled Service Fees).

\*\*Residential Carts that are not located with 5 feet of the road right of way will incur additional service charges by Recology San Mateo County (RSMC) based upon the distance of the cart to the right of way in the road.

**Exhibit A**

Garbage and Recyclables Collection Rates in the County Franchised Area within the South Bayside Waste Management Authority service area, excluding CSA-8 (North Fair Oaks), and West Bay Sanitary District,  
Effective February 1, 2017

<b>Table 2a. Commercial Garbage Collection Rates</b> (Regularly Scheduled Weekly Service)				
Quantity	Size of the Garbage Container	Frequency of Pick-Up	Current Rate (\$/month)	Proposed Rate (\$/month)
1	32 gallon cart	1 x per week	\$34.96	\$34.96
1	64 gallon cart	1 x per week	\$61.95	\$61.95
1	96 gallon cart	1 x per week	\$88.00	\$88.00
1	1 yard bin	1 x per week	\$226.22	\$226.22
1	2 yard bin	1 x per week	\$429.25	\$429.25
1	3 yard bin	1 x per week	\$477.99	\$477.99
1	4 yard bin	1 x per week	\$637.36	\$637.36
1	6 yard bin	1 x per week	\$790.13	\$790.13
1	8 yard bin	1 x per week	\$1,053.45	\$1,053.45
1	9 yard bin or box	1 x per week	\$1,185.14	\$1,185.14
1	15 yard bin or box	1 x per week	\$1,975.24	\$1,975.24
1	20 yard bin or box	1 x per week	\$2,633.66	\$2,633.66
1	30 yard bin or box	1 x per week	\$3,950.48	\$3,950.48
1	40 yard bin or box	1 x per week	\$5,267.31	\$5,267.31

<b>Table 2b. Commercial Garbage Collection Rates</b> (one-time special collection)				
Quantity	Size of the Garbage Container	Frequency of Pick-Up	Current Rate (\$/pull)	Proposed Rate (\$/pull)
1	1 yard bin	1 x	\$130.70	\$130.70
1	2 yard bin	1 x	\$177.60	\$177.60
1	3 yard bin	1 x	\$188.85	\$188.85
1	4 yard bin	1 x	\$225.66	\$225.66
1	6 yard bin	1 x	\$260.94	\$260.94
1	8 yard bin	1 x	\$302.07	\$302.07
1	9 yard bin or box	1 x	\$321.76	\$321.76
1	15 yard bin or box	1 x	\$503.43	\$503.43
1	20 yard bin or box	1 x	\$671.25	\$671.25
1	30 yard bin or box	1 x	\$1,006.85	\$1,006.85
1	40 yard bin or box	1 x	\$1,342.47	\$1,342.47

**Exhibit A**

Garbage and Recyclables Collection Rates in the County Franchised Area within the South Bayside Waste Management Authority service area, excluding CSA-8 (North Fair Oaks), and West Bay Sanitary District,  
Effective February 1, 2017

<b>Table 3. Commercial Garbage Cart or Bin Collection Rates (\$/month)</b>							
Size of the Garbage Container	Frequency of the pick-up per week						
	1x	2x	3x	4x	5x	6x	7x
32 gallon cart	\$34.96	\$69.91	\$104.87	\$139.83	\$174.78	\$209.73	\$244.69
64 gallon cart	\$61.95	\$123.92	\$185.87	\$247.83	\$309.79	\$371.75	\$433.71
96 gallon cart	\$88.00	\$176.15	\$264.22	\$352.29	\$440.36	\$528.44	\$616.51
1 yard bin	\$226.22	\$371.93	\$526.73	\$680.13	\$790.13	\$1,016.44	\$1,270.55
2 yard bin	\$429.25	\$714.35	\$999.40	\$1,285.30	\$1,578.05	\$2,007.41	\$2,509.26
3 yard bin	\$477.99	\$825.88	\$1,218.73	\$1,530.19	\$1,704.41	\$2,152.15	\$2,690.17
4 yard bin	\$637.36	\$1,101.12	\$1,624.96	\$2,040.29	\$2,375.78	\$2,872.82	\$3,591.02
6 yard bin	\$790.13	\$1,564.97	\$1,994.92	\$2,503.93	\$3,211.67	\$3,521.17	\$4,401.47
8 yard bin	\$1,053.45	\$2,086.51	\$2,660.05	\$3,338.60	\$4,173.27	\$4,694.98	\$5,868.70

**Exhibit A**

Garbage and Recyclables Collection Rates in the County Franchised Area within the South Bayside Waste Management Authority service area, excluding CSA-8 (North Fair Oaks), and West Bay Sanitary District,  
Effective February 1, 2017

<b>Table 4. Commercial Compactor Rates for Garbage and Organics Collection</b>				
Quantity	Material Type	Frequency of Pick-Up	Current Rate	Proposed Rate Per cy/per pull
1 cubic yard	Garbage	Per pull	\$67.13	\$67.13
1 cubic yard	Organics	Per pull	\$50.35*	\$50.35*

\*Commercial Organics Collection rates reflect a 25% discount from the proposed monthly Garbage rates

<b>Table 5. Commercial Organics Collection Rates for Carts (5 or more residential dwellings or commercial properties)</b>				
Quantity	Size of the Container	Frequency of Pick-Up	Proposed Garbage Rate (\$/month)	Proposed Organic Collection Rate (\$/month)*
1	32 gallon cart	1 x per week	\$34.96	\$26.22
1	64 gallon cart	1 x per week	\$61.95	\$46.46
1	96 gallon cart	1 x per week	\$88.00	\$66.00

\*Commercial Organics Collection rates reflect a 25% discount from the proposed monthly Garbage rates

<b>Table 6. Commercial Organics Collection Rates for Bins (5 or more residential or commercial properties)</b>				
Quantity	Size of the Container	Frequency of Pick-Up	Proposed Garbage Rate (\$/month)	Proposed Organic Collection Rate (\$/month)*
1	1 yard bin	1 x per week	\$226.22	\$169.67
1	2 yard bin	1 x per week	\$429.25	\$321.94
1	3 yard bin	1 x per week	\$477.99	\$358.49
1	4 yard bin	1 x per week	\$637.36	\$478.02
1	6 yard bin	1 x per week	\$790.13	\$592.60
1	8 yard bin	1 x per week	\$1,053.45	\$790.09
1	9 yard bin	1 x per week	\$1,185.14	\$888.86
1	15 yard bin	1 x per week	\$1,975.24	\$1,481.43
1	20 yard bin	1 x per week	\$2,633.66	\$1,975.25
1	30 yard bin	1 x per week	\$3,950.48	\$2,962.86
1	40 yard bin	1 x per week	\$5,267.31	\$3,950.48

\*Commercial Organics Collection rates reflect a 25% discount from the proposed monthly Garbage rates

**Exhibit B**

Garbage and Recyclables Collection Rates in the County Franchised Area within the South Bayside Waste Management Authority service area, excluding CSA-8 (North Fair Oaks), and West Bay Sanitary District,  
Effective February 1, 2017

<b>Table 1. Services</b>			
<b>Unscheduled Service Category</b>	<b>Franchise Agreement Reference</b>	<b>Cost to Provide Service</b>	<b>Description of Cost</b>
Single-Family Dwelling Backyard Collection Service	Section 5.02.A	As shown in Table 2	As shown in Table 2
Distance Charge for MFD and Commercial Accounts	Sections 5.02.B and 5.02.C	A – 10% of base monthly Rate B – 25% of base monthly Rate	A – 51 to 100 feet or less from Curbside B – 101 feet or more from Curbside
Extra Pick-up Cost for MFD and Commercial Customers	Sections 5.02.B and 5.02.C	25% of the base monthly Rate for the size of Container Collected once per week	Per Collection event
Single-Family Return Trip Cost (i.e., request to provide Collection service after the regularly scheduled Collection day)	Section 5.02.A	\$16.51	Per Collection event
Additional Targeted Recyclable Materials or Organic Materials Cart Rental or Purchase	Sections 5.03.A and 5.04.A	A – \$3.30 B – \$69.32 plus tax C – \$75.92 plus tax	A – monthly rental fee (any size Cart) B – Customer purchase of a 64 gallon Cart C – Customer purchase of a 96 gallon Cart

**Exhibit B**

Garbage and Recyclables Collection Rates in the County Franchised Area within the South Bayside Waste Management Authority service area, excluding CSA-8 (North Fair Oaks), and West Bay Sanitary District,  
Effective February 1, 2017

<b>Table 1. Services</b>			
<b>Unscheduled Service Category</b>	<b>Franchise Agreement Reference</b>	<b>Cost to Provide Service</b>	<b>Description of Cost</b>
Additional Targeted Recyclable Materials or Organic Materials Cart Service Fee for Residential Units	Sections 5.03.A and 5.04.A	\$10.05 per cart/per month	One recycling and one organics cart is included in the solid waste collection costs, any services above the one cart per residential unit will be charged the fee to provide the additional cart service
Universal Roll-Out for MFD and Commercial Customers	Sections 5.03.B and 5.03.C	A - \$244,110.16 B - \$5,250.86 C - \$6,794.65	Cost based on providing service to one (1) Collection route of approximately 512 Accounts: A – Annual Vehicle Cost (all inclusive) B – Annual Cost of Containers C – One-time start-up charge
Additional Confidential Document Destruction Service Event	Section 5.07	\$1,320.42	Per event
Additional Compost Material Delivery	Section 5.11	A – \$137.54 B – \$275.09	A – one-way only delivery (compost only left on-site) B – Round-trip delivery (Drop-Box left on-site)



**Exhibit B**

Garbage and Recyclables Collection Rates in the County Franchised Area within the South Bayside Waste Management Authority service area, excluding CSA-8 (North Fair Oaks), and West Bay Sanitary District,  
Effective February 1, 2017

<b>Table 1. Services</b>			
<b>Unscheduled Service Category</b>	<b>Franchise Agreement Reference</b>	<b>Cost to Provide Service</b>	<b>Description of Cost</b>
Fee for Service On-Call Bulky Item Collection Service	Section 5.12	\$89.74	Per event
Community Drop-Off Events	Section 5.13	\$18,705.93	Per event targeting 5,000 households. Does not include disposal or public education expenses.
Collection for Agency-Sponsored and Non-Agency sponsored Large Events	Section 5.13	A – \$3,301.05 B – \$5,501.74 C – \$8,252.61	A – one-day events with a projected 2,500 or fewer attendees B – one (1) or two (2) day events with a projected 2,501 to 7,500 attendees per day C – one (1) or two (2) day events with a projected 7,501 to 10,000 attendees per day
Fee to Collect Contaminated Targeted Recyclable Materials or Organic Materials Container	Sections 6.03.A and 8.02.F	25% of the base monthly Rate for the size of Container Collected once per week <u>plus</u> \$16.51	Per Collection event
Key Service	Section 8.02.B	A – \$9.35 B – \$10.45	Monthly cost: A – Residential Customers B – Commercial Customers

**Exhibit B**

Garbage and Recyclables Collection Rates in the County Franchised Area within the South Bayside Waste Management Authority service area, excluding CSA-8 (North Fair Oaks), and West Bay Sanitary District,  
Effective February 1, 2017

<b>Table 1. Services</b>			
<b>Unscheduled Service Category</b>	<b>Franchise Agreement Reference</b>	<b>Cost to Provide Service</b>	<b>Description of Cost</b>
Lock purchase fee (replacement at no additional cost)	Section 8.02.B	\$18.70 plus tax	One-time per Account cost.
Overage Fee	Section 8.02.G	100% of the base monthly Rate	Per Collection event
Overage Bags Cost	Section 8.02.G	50% of the base monthly Rate or \$8.79 minimum	Per bag
Container Cleaning Fee	Section 8.05.D	A – \$55.02 B – \$93.53	A – per Cart B – per Bin or Drop Box
Dirty Cart Replacement Cost	Section 8.05.D	A – \$71.52 B – \$82.53 C – \$93.53	A – per 32 gallon Cart B – per 64 gallon Cart C – per 96 gallon Cart

## EXHIBIT C

BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO  
NOTICE OF PUBLIC HEARING

### Garbage and Recyclables Collection Rates in the County Franchised Area

**NOTICE IS HEREBY GIVEN that the County of San Mateo Board of Supervisors will hold a public hearing on the adoption of the rates for Garbage and Recyclables Collection in the Unincorporated Franchised Area of the South Bayside Waste Management Authority (excluding County Service Area No. 8 and West Bay Sanitary District) effective February 1, 2017.**

The **Garbage and Recyclables Collection Rates** will result in these charges being billed directly to the property owner or customer by the contractor, Recology San Mateo County.

Information concerning these rates may be obtained from the office of the Director of the Office of Sustainability, 455 County Center, 4<sup>th</sup> Floor, Redwood City, California, telephone (650) 363-4189, during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, or by visiting the RecycleWorks website at:  
[http://www.recycleworks.org/sbwma\\_unincorporated\\_franchised\\_areas.html](http://www.recycleworks.org/sbwma_unincorporated_franchised_areas.html)

The public hearing will be held:

**DATE:** Tuesday, January 10, 2017  
**TIME:** 9:15 A.M.  
**PLACE:** Board of Supervisors Chambers  
Hall of Justice and Records  
400 County Center  
Redwood City, California

The meeting will be open to the public and anyone interested may appear and be heard on this matter or submit a written statement.

DATE: November 15, 2016

John L. Maltbie  
County Manager / Clerk of the Board





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
County Manager



**Date:** September 29, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** John L. Maltbie, County Manager

**Subject:** Board of Supervisors' Meeting Schedule for Calendar Year 2017

**RECOMMENDATION:**

Approve the Board of Supervisors' Meeting schedule for calendar year 2017.

**BACKGROUND:**

The schedule below includes Board meeting from January through December 2017, and requires approval by the Board. This schedule allows for 26 regularly scheduled public meetings.

**DISCUSSION:**

A public hearing schedule for calendar year 2017 of the Board of Supervisors is proposed as follows:

January 3♦, 10 & 24

February 14 & 28

March 14 & 28

April 11 & 25

May 16

June 6, 19▲, 20▲, 21▲, & 27

July 11 & 25

August 8 ≈

September 12 & 26■ (Consent only)

October 17 & 31

November 7 & 21

December 5 & 12

♦ Reorganization of the Board of Supervisors only

▲ Budget Hearings

≈ Board Recess after BOS Meeting

■ Adoption of the FY 2017-19 Budget

**FISCAL IMPACT:**

None

# COUNTY OF SAN MATEO



## 2017 Board of Supervisors' Meeting Schedule

January							February							March							April						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
1	2	3*	4	5	6	7				1	2	3	4				1	2	3	4							1
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31					26	27	28					26	27	28	29	30	31	23	24	25	26	27	28	29	
*Reorganization of the Board Only																			30								
May							June							July							August						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
	1	2	3	4	5	6					1	2	3							1			1	2	3	4	5
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19*	20*	21*	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30	31				25	26	27	28	29	30	23	24	25	26	27	28	29	27	28	29	30	31			
							*Budget Hearings							30	31												
September							October							November							December						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
					1	2	1	2	3	4	5	6	7				1	2	3	4						1	2
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
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*Adoption of the 2017-19 Budget																			31								



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
County Manager's Office

**Date:** November 2, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors  
**From:** Jim Saco, Director, Budget & Performance  
**Subject:** Agreement with California Financial Services, Inc.

**RECOMMENDATION:**

Adopt a resolution authorizing an agreement with California Financial Services, Inc. to provide cumulative financial tracking, reporting and disclosure services for all current financings, for a term of July 1, 2015 through June 30, 2018, in an amount not to exceed \$225,000.

**BACKGROUND:**

Your Board and the San Mateo County Joint Powers Authority (the "Authority") have previously authorized the issuance of lease revenue bonds for the construction of major facilities. Over the years, California Financial Services (CFS) has become a key strategic financial advisor and partner to the County and the Authority in the issuance of bonds, tracking bond expenditures and meeting continuing disclosure requirements.

**DISCUSSION:**

The issuance of bonds requires unique financial advisory and record keeping expertise. Due to the firm's familiarity with the County and their prior experience assisting the County in financial matters including, but not limited to, the various financings being tracked, waiving the Request for Proposals process is in the County's best interests.

This agreement is separated into two parts. Exhibit A addresses those services provided by California Financial Services for financings that have active project funds: Maple Street Correctional Facility, including Warm Shell build-out, 2009 Refunding and Skylonda, and Youth Services Center Project. Exhibit B addresses those financings where construction has been completed and there are no active project funds: 1993 North County Satellite Clinic Project, 1993 Jail Refunding, and 2013 Refunding and Capital Projects. This agreement, including its exhibits, will be amended as projects are completed and new financings are issued.

The reason for the delay is due to the Skylonda Fire Station project. The County has historically maintained separate agreements with CFS for tracking, reporting and disclosure services for each County project. For administrative ease, this agreement consolidates those agreements. Additionally, due to the delay in finalizing this agreement, the County did not have an agreement in place for these services for FY 2015-16 for the 2013 Refunding and Skylonda Project although CFS provided such services. The intent of this agreement is to compensate CFS for the services provided in the previous fiscal year during the development of this agreement.

County Counsel has reviewed and approved the resolution and agreement as to form.

Approval of this amendment contributes to the Shared Vision 2025 outcome of a Collaborative Community by supporting fiscal accountability.

**FISCAL IMPACT:**

The agreement will cover services provided by CFS from July 1, 2015 through June 30, 2018. The agreement, which has a maximum payment amount of \$225,000, will be funded by bond proceeds and/or General Fund reserves, depending on the status of construction projects and the availability of project funds. There are sufficient bond proceeds and funds in the FY 2016-17 Adopted Budget for Non-Departmental Services to cover these costs.



**RESOLUTION NO. .**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING AN AGREEMENT WITH CALIFORNIA FINANCIAL SERVICES, INC. TO PROVIDE CUMULATIVE FINANCIAL TRACKING, REPORTING AND DISCLOSURE SERVICES FOR ALL CURRENT FINANCINGS, FOR A TERM OF JULY 1, 2015 THROUGH JUNE 30, 2018, IN AN AMOUNT NOT TO EXCEED \$225,000**

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

**WHEREAS**, the Office of Budget and Performance of the County of San Mateo is authorized to engage the services of professional financial advisors; and

**WHEREAS**, the financial advisors of California Financial Services have successfully provided financial tracking, reporting and disclosure services for County issued debt for several years; and

**WHEREAS**, this Board has considered and determined that it is in the best interest of the County to waive the Request for Proposals process; and

**WHEREAS**, this Board has been presented with a form of said Agreement and has examined and approved same as to both form and content, and desires to enter into Agreement.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of the Board of Supervisors is hereby authorized and directed to enter into said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

**BE IT FURTHER RESOLVED**, that the Director of Budget and Performance or his designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and / or services so long as the modified term or services is / are within the current or revised fiscal provisions.

\* \* \* \* \*

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

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CALIFORNIA FINANCIAL SERVICES, INC., DBA CALIFORNIA FINANCIAL SERVICES**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and California Financial Services, Inc., dba California Financial Services, hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing cumulative financial tracking, reporting and disclosure services for all current financings.

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

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A— Comprehensive Project Tracking & Reporting & Compliance Services For Financings With Active Project Funds
- Exhibit B— Ongoing Compliance Services For County Financings With No Active Project Funds
- Exhibit C — Fees For Services

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit C, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibits A and B.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A and B, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit C. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2015 through June 30, 2018.

**5. Termination**

This Agreement may be terminated by Contractor or by the County Budget Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) 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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

**11. Compliance With Laws**

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, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. 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. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

**12. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. 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 upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of

the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to

determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

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

In the case of County, to:

Name/Title: Jim Saco, Budget Director  
Address: 400 County Center, 1<sup>st</sup> Floor, Redwood City CA 94063  
Telephone: (650) 363-4439  
Email: JSaco@smcgov.org

In the case of Contractor, to:

Name/Title: Mark Epstein, Managing Director  
Address: 412 Humboldt Street, Santa Rosa CA 95404  
Telephone: (707) 544-7800  
Email: [MEpstein@calschools.com](mailto:MEpstein@calschools.com)




18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: California Financial Services

  
\_\_\_\_\_  
Contractor Signature

11/2/16  
\_\_\_\_\_  
Date

R. Mark Epstein  
\_\_\_\_\_  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

## EXHIBIT A

### COMPREHENSIVE PROJECT TRACKING & REPORTING & COMPLIANCE SERVICES FOR FINANCINGS WITH ACTIVE PROJECT FUNDS

1. Cumulatively track and reconcile all related funds that are on deposit in the County Investment Pool as well as the individual financing fund accounts such as Project Fund, Reserve Fund, Interest Fund, Capitalized Interest Fund that have been created with the Trustee individually and in a combined manner;
2. Track any other revenue source(s) that may be used for this project in the future;
3. Assist the County with identifying monthly project cash flow needs and insuring that sufficient funds are transferred from the County Investment Pool to the Trustee for ongoing disbursement of project payments;
4. Coordinate the preparation and payment of all project fund disbursements through the Trustee;
5. Track all project expenditures made directly by the County prior to the closings of the above financings as well as all payments that are remitted through the payment disbursement process by the Trustee;
6. Track all prior and future project reimbursements;
7. Track a breakdown of project budgets by individual cost categories from the reports prepared by the respective projects' project managers;
8. Track all project budget changes as reported by the respective projects' project managers;
9. Track all project contracts and any approved changes to the contracts as reported by the County;
10. Prepare periodic Project Status updates to the County regarding latest project budgets, contractual obligations, and fund disbursements;
11. Track project investment earnings generated by the County Investment Pool as well Trustee fund accounts on a cumulative basis;
12. Provide the County authorized staff with user names and passwords in order to access CFS' proprietary web based project tracking system, *CFS InternetAccess*;
13. Provide the County access to CFS' online *DataVault* for storing important project related documents for easy storage and retrieval;

14. Prepare an annual Fiscal Year End for the County's independent auditor for inclusion in the County's annual audited financial statements;
15. Request an annual insurance certificate from the County's various insurers and actuaries as required under the financing documents;
16. Prepare the debt service payment documentation for remittance of semi-annual interest and annual principal payments to the investors;
17. Prepare backup financial data for a qualified firm of County's choosing to prepare the arbitrage rebate calculation required under Federal law and under the financing documents;
18. Prepare the annual Continuing Disclosure Report as required by the Securities and Exchange Commission under the Continuing Disclosure Agreement;
19. Prepare the Notices of Significant Events as required by the Securities and Exchange Commission under the Continuing Disclosure Agreement; and
20. Prepare any other compliance certificates required by the Trustee under the financing documents.

## EXHIBIT B

### ONGOING COMPLIANCE SERVICES FOR COUNTY FINANCINGS WITH NO ACTIVE PROJECT FUNDS

1. Cumulatively track and reconcile all related financing fund accounts such as Reserve Fund, Interest Fund, Principal Fund, Capitalized Interest Fund, Revenue Fund, etc. that have been created with the Trustee individually and in a combined manner;
2. Prepare an annual Fiscal Year End for each financing for the County's independent auditor for inclusion in the County's annual audited financial statements;
3. Prepare a detailed Program Status Report each financing for the County's independent auditor for inclusion in the County's annual audited financial statements;
4. Request an annual insurance certificate from the County's various insurers and actuaries as required under the financing documents;
5. Prepare detailed debt service payment documentation for remittance of semi-annual interest and annual principal payments to the investors;
6. Periodically confirm and calculate Reserve Fund requirements with the Trustee for the County's Various Lease Revenue Bond financings in order to transfer excess Reserve Fund earnings to other funds to be used as credit towards the County's debt service payments;
7. Prepare backup financial data for a qualified firm of County's choosing to prepare the arbitrage rebate calculation required under Federal law and under the financing documents;
8. Prepare the annual Continuing Disclosure Report as required by the Securities and Exchange Commission under the Continuing Disclosure Agreement;
9. Prepare the Notices of Significant Events as required by the Securities and Exchange Commission under the Continuing Disclosure Agreement; and
10. Prepare any other compliance certificates required by the Trustee under the financing documents;
11. Provide the County authorized staff with user names and passwords in order to access CFS' proprietary web based project tracking system, *CFS InternetAccess*; and
12. Provide the County access to CFS' online *DataVault* for storing important project related documents for easy storage and retrieval;

## EXHIBIT C

### FEES FOR SERVICES

#### COMPREHENSIVE PROJECT TRACKING & REPORTING & COMPLIANCE SERVICES FOR FINANCINGS WITH ACTIVE PROJECT FUNDS FINANCINGS WITH ACTIVE PROJECT FUNDS (EXHIBIT A SERVICES)

**CFS Fees during and After Project Construction Period:** Set forth below are the fees for the comprehensive array of project tracking, reporting, and compliance services listed above:

1. **\$175,065,000 – 2014 Series A (Maple Street Correctional Center & Warm Shell):** A fee of \$30,000 per year for project tracking, reporting and compliance services listed above. This fee will be reduced to \$10,000 once project is completed and Project Acquisition Fund is closed.
2. **\$40,065,000 – 2013 Series A (Refunding & Capital Projects):** A fee of \$20,000 per year for project tracking reporting and compliance services listed above. This fee will be reduced to \$10,000 once project is completed and Project Acquisition Fund is closed.
3. **\$107,600,000 – 2016 Series A (Youth Services Campus):** A fee of \$25,000 per year for project tracking reporting and compliance services listed above. This fee will be reduced to \$7,500 once project is completed and Project Acquisition Fund is closed.

#### ONGOING COMPLIANCE SERVICES FOR COUNTY FINANCINGS

#### FINANCINGS WITH NO ACTIVE PROJECT FUNDS (EXHIBIT B SERVICES)

**CFS Fees Post Project Construction Period:** Set forth below are the fees for the comprehensive array of fund tracking, reporting, and compliance services listed above:

1. **\$9,429,816.45 – Series of 1993 (North County Satellite Clinic Project):** A fee of \$5,000 per year for post-closing fund tracking, reporting, and compliance services.
2. **\$68,137,797.25 - 1993 Refunding Series A:** A fee of \$5,000 per year for post-closing tracking, reporting, and compliance services.
3. **\$115,505,000 – 2009 Refunding Series A:** A fee of \$10,000 per year for post-closing fund tracking, reporting and compliance services.

4. **\$18,725,000 – 2015 Revenue Refunding Bonds (Colma Creek Flood Control Zone):**  
A fee of \$5,000 per year for post-closing tracking, reporting, and compliance Services.



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
County Manager's Office



**DATE:** November 2, 2016  
**BOARD MEETING DATE:** November 15, 2016  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors  
**FROM:** John L. Maltbie, County Manager  
**SUBJECT:** Resolution Authorizing an Amendment to the FY 2016-17 Adopted Budget

**RECOMMENDATION:**

Adopt a resolution authorizing an amendment to the FY 2016-17 Adopted Budget, increasing County Service Area No. 8 (North Fair Oaks) Fund Balance by \$261,488 for a new total of \$4,136,348, to conform with the County's June 30, 2016 Financial Statements and Controller's FY 2016-17 Budget Schedules.

**BACKGROUND:**

The County Budget Act (Government Code §§ 29000-29144 and § 30200) requires that the Board of Supervisors adopt the County budget by October 2. On September 20, 2016 the Board of Supervisors adopted the County budget for FY 2016-17, including year-end Fund Balance adjustments.

**DISCUSSION:**

Shortly after the Board adopted the budget, the Controller's Office notified the County Manager's Office that the fund balance for County Service Area No. 8 (CSA #8) had been understated by \$261,488. The County Manager's Office has reviewed the June 30, 2016 financial records for CSA #8 and concurs with the Controller's findings. Adoption of this Resolution will amend the adopted budget to correct the clerical error which resulted in the understatement of the CSA #8 fund balance.

The resolution has been reviewed and approved by County Counsel as to form.

The adoption of this resolution contributes to the Shared Vision outcome of a Collaborative Community by ensuring that fund balance for all appropriated County funds in the FY 2016-17 Adopted Budget is in agreement with the County's June 30, 2016 financial statements and the Controller's FY 2016-17 Budget Schedules.

**FISCAL IMPACT:**

The fund balance for CSA #8 will reflect an increase of \$261,488, for a new total of \$4,136,348. The additional fund balance will be set aside in CSA #8 reserves.

**RESOLUTION NO. .**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE FY 2016-17 ADOPTED BUDGET, INCREASING THE COUNTY SERVICE AREA NO. 8 (NORTH FAIR OAKS) FUND BALANCE BY \$261,488 FOR A NEW TOTAL OF \$4,136,348, TO CONFORM WITH THE COUNTY'S JUNE 30, 2016 FINANCIAL STATEMENTS AND CONTROLLER'S FY 2016-17 BUDGET SCHEDULES**

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

**WHEREAS**, Government Code Section 29088 requires the Board to adopt the budget by resolution no later than October 2; and

**WHEREAS**, this Board has, pursuant to law, held its hearing on the FY 2016-17 budget of the County of San Mateo on September 20, 2016, and adopted the budget for FY 2016-17; and

**WHEREAS**, subsequent to Board adoption, the Controller's Office notified the County Manager's Office that the fund balance for County Service Area No. 8 (North Fair Oaks) had been understated by \$261,488; and

**WHEREAS**, the County Manager and the Director of Budget and Performance seek the Board's approval to amend the budget in order to correct the above-referenced understatement.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED AS FOLLOWS:**

The Board of Supervisors hereby amends the FY 2016-17 Adopted Budget by increasing the fund balance for County Service Area No. 8 (North Fair Oaks) by \$261,488 for a new total of \$4,136,348 to conform with the County's June 30, 2016 Financial Statements and the Controller's FY 2016-17 Budget Schedules.

\* \* \* \* \*





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Public Works



**Date:** October 12, 2016

**Board Meeting Date:** November 15, 2016

**Special Notice / Hearing:** None

**Vote Required:** Majority

**To:** Honorable Board of Supervisors, Acting as the Governing Board of the San Mateo County Flood Control District

**From:** James C. Porter, Director of Public Works

**Subject:** Colma Creek Flood Control Zone Advisory Committee Appointments

**RECOMMENDATION:**

Acting as the Governing Board of the San Mateo County Flood Control District, adopt a resolution approving the appointment of Kamala Silva Wolfe to the Colma Creek Flood Control Zone Advisory Committee as an “at large” member from the City of South San Francisco for a term expiring March 31, 2020.

**BACKGROUND:**

Your Board approved the establishment of the Colma Creek Flood Control Zone Advisory Committee (Committee) in conjunction with the Colma Creek Flood Control Zone (Zone) and specified the Committee’s membership, responsibilities and standing rules for governance.

Your Board adopted Standing Rules for County Boards, Commissions and Advisory Committees (Rules) in 2002. The Committee is comprised of nine members. Each city within the Colma Creek watershed (City of Pacifica, City of Daly City, City of South San Francisco, City of San Bruno, and Town of Colma) appoints one member to the Committee, and four members are appointed as “at large” members by your Board.

The terms of the members of the Committee were staggered in 2002, in order to comply with the Rules adopted by your Board.

**DISCUSSION:**

Kamala Silva Wolfe is a current resident and property owner in the City of South San Francisco. Ms. Wolfe is a new “at large” member replacing another “at large” member whose term expired. Her first term will expire on March 31, 2020. The South San Francisco City Council recommends Ms. Wolfe to this Committee, which is subject to your Board’s appointment.

A list of the current and recommended Committee Members and their associated term expiration dates are included in the attached Exhibit "A".

County Counsel has reviewed and approved the resolution as to form.

Your Board approving the appointment will contribute to the Shared Vision 2025 outcome of a Collaborative Community by continuing the involvement of representatives of the cities and the general public within the Colma Creek Flood Control Zone in the decision making process associated with the Zone's flood control projects.

**FISCAL IMPACT:**

There is no direct impact to the funds of the Colma Creek Flood Control Zone as the Committee Members serve without compensation. There is also no impact to the General Fund as all costs associated with the Zone are financed from property taxes levied by the Zone and collected within the Zone.

Attachment: Exhibit A – Members of the Colma Creek Citizens Advisory Committee and Term Expiration Dates

**Exhibit A**

<b>Members of the Colma Creek Citizens Advisory Committee and Term Expiration Dates *</b>		
<b>Member Name and Member Designation</b>	<b>Appointed by</b>	<b>Term Expiration</b>
<b>City/Town Appointed Representatives (Members)</b>		
Helen Fiscaro, Town of Colma Representative	Colma Town Council	March 31, 2018
Irene O'Connell, City of San Bruno Representative	San Bruno City Council	March 31, 2017
Judith Christensen, City of Daly City Representative	Daly City Council	March 31, 2018
Sue Digre, City of Pacifica Representative	Pacifica City Council	March 31, 2020
Mike Futrell, City of South San Francisco Representative	South San Francisco City Council	March 31, 2018
<b>Board of Supervisor Appointed Representatives (Members "At Large")</b>		
Kamala Silva Wolfe, Member at large SSF	Board of Supervisors	March 31, 2020
Richard Irl, Member at large SSF	Board of Supervisors	March 31, 2017
Gail DeFries, Member at large Daly City	Board of Supervisors	March 31, 2018
Edward Bortoli, Member at large SSF	Board of Supervisors	March 31, 2018

\*Twelve-year term limit for Committee Members, unless specific exception is made by the Board of Supervisors or State law.

**Notes:**

- Committee has nine Members
- Five members are city representatives appointed by City Councils in the Colma Creek Flood Control Zone
- Four "at large" members are appointed by the Board of Supervisors
- All Committee Members must be property owners residing in the Colma Creek Flood Control Zone
- Committee Members appointed by City Councils must reside in the City

**RESOLUTION NO. .**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA  
ACTING AS THE GOVERNING BOARD OF THE SAN MATEO COUNTY FLOOD  
CONTROL DISTRICT**

\* \* \* \* \*

**RESOLUTION:**

**APPROVING THE APPOINTMENT OF KAMALA SILVA WOLFE TO THE COLMA  
CREEK FLOOD CONTROL ZONE ADVISORY COMMITTEE AS AN “AT LARGE”  
MEMBER FROM THE CITY OF SOUTH SAN FRANCISCO FOR A TERM EXPIRING  
MARCH 31, 2020**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, acting as the Governing Board of the San Mateo County Flood Control District (District), that

**WHEREAS**, the City of South San Francisco City Council has recommended that Kamala Silva Wolfe be appointed as an “at large” member to the Colma Creek Flood Control Zone Advisory Committee; and

**WHEREAS**, the Director of Public Works has recommended that Ms. Wolfe be appointed; and

**WHEREAS**, this Board has considered and concurs in the recommendation of the Director of Public Works.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** as follows: Kamala Silva Wolfe, who resides in the City of South San Francisco, is hereby appointed to the Colma Creek Flood Control Zone Advisory Committee for the term expiring March 31, 2020.

\* \* \* \* \*



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Office of Sustainability



**Date:** October 21, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Jim Eggemeyer, Director, Office of Sustainability

**Subject:** Garbage and Recyclables Collection Rates in County Service Area No. 8  
(North Fair Oaks)

**RECOMMENDATION:**

Acting as the Governing Board of County Service Area No. 8, adopt a resolution setting January 10, 2017 at 9:00 a.m. at the regularly scheduled Board meeting, as the time and place for a public hearing on the garbage and recyclables collection rates for County Service Area No. 8 (North Fair Oaks).

**BACKGROUND:**

On October 20, 2009, your Board adopted Resolution No. 070423 which approved a franchise agreement with Recology San Mateo County (RSMC) to provide services for the collection of recyclable materials, organic materials, and solid waste from January 1, 2011 through December 31, 2020. These services began on January 1, 2011 and have been provided to County Service Area No. 8 (CSA-8) and the Unincorporated Franchised Area (County Franchised Area) within the South Bayside Waste Management Authority (SBWMA) service area (Burlingame to Menlo Park).

On February 23, 2016, your Board adopted Resolution No. 074364, approving a 2.7% rate increase for carts and a 2% rate increase for bin services for the 2016 garbage and collection rates for CSA-8, which were effective on March 1, 2016. On July 26, 2016, your Board adopted Resolution No. 074679, approving the FY 2016-17 Garbage and Recyclables Collection Service Charges Report for CSA-8, based on the effective rates adopted in February 2016.

The process to be followed for adopting the garbage and recyclables collection rates includes:

1. Adopt a resolution of the proposed collection rates.

2. Hold a public hearing and receive testimony on the proposed rates.

Articles XIIC and XIID of the State Constitution (Proposition 218), require a notice be sent to property owners informing them of the public hearing to consider any new or increased property-related fees, and a mechanism for rejecting the fees via a “majority protest” at the public hearing. We are recommending that your Board direct the Office of Sustainability (Office) to notify each affected property owner in the CSA-8 of the proposed rates by mail, and to explain that protests to the rates must be in writing.

If there were a successful majority protest, your Board would be prevented from setting the rates.

### **DISCUSSION:**

The RSMC franchise agreement allows for specific adjustments in RSMC’s compensation during the first three rate years (2011-2013) to support providing services to the rate payers. To make adjustments for the 2017 rate year, RSMC is required to submit a contractor’s compensation application based on actual services provided in 2016, the reconciliation of the actual revenue received for 2014 and 2015, and the projected costs for providing service in the 2017 rate year. The application was submitted to the SBWMA for their review and approval.

The SBWMA compiled data from the RSMC compensation application, data from South Bay Recycling (Shoreway Environmental Center operator), and information regarding member agency fees and other associated costs into a consolidated rate report “SBWMA Final Report Reviewing the 2017 Recology San Mateo County Compensation Application, September 21, 2016” (SBWMA 2017 Rate Report.) The rate increases or decreases recommended in the SBWMA 2017 Rate Report represent rate adjustments for each member agency that the SBWMA believes are necessary to meet the revenue requirements to provide garbage and recyclables collection services for 2017.

The proposed rates for CSA-8 are listed in Exhibit A to the resolution and represent a 5.0% rate increase for carts (20 - 64-gallon sizes) from the rates previously set by your Board for 2016. The SBWMA 2017 Rate Report noted the RSMC’s 2017 compensation application is based upon adjustments to the 2016 costs, the 2017 projected costs, increases in labor costs and performance incentives/disincentive payments.

RSMC’s costs are divided into nine cost categories and each is allocated based upon four operational statistics specific to our geographic areas. These operational statistics are updated annually in April and May, and include: route labor hours, route hours, number of containers in service, and number of accounts serviced. RSMC’s compensation is allocated each year based on the updated statistics. Therefore, the percentage of the costs allocated to each Member Agency of the SBWMA changes each rate year.

The Office's analysis included four areas for their review: the SBWMA 2017 Rate Report, the projections of costs until the end of the contract term (2020), the indices (CPI, fuel, etc.) used for cost adjustments, and the revenue collected from both commercial and residential customers. The SBWMA 2017 Rate Report indicated a rate increase was not necessary for 2017 due to a surplus in 2014 but it also indicated the service area was not receiving enough revenue to cover the collection costs for 2017. The SBWMA analysis is based on projections to arrive at the 2017 compensation costs, and it includes estimated projections which will not be reconciled until the following rate years. The Office's analysis does not include these projections until the year in which they will be reconciled due to fluctuations in commercial accounts, indices (CPI, fuel, etc.) and services, which can have a direct impact on revenue. The SBWMA 2017 Rate Report recommended an overall -0.8% rate decrease for CSA-8 (due to a one time surplus) at their September 21, 2016 meeting. For reference, Attachment A includes the recommended rates for each Member Agency contained in the SBWMA 2017 Rate Report as approved by the Member Agencies at the September 21, 2016 SBWMA meeting.

The Office of Sustainability and the SBWMA project that CSA-8 will not collect enough revenue for residential and commercial cart services to cover the projected costs for 2017 without a rate increase. As stated in the SBWMA 2017 Rate Report, the projected collection revenue is \$2,716,649 for 2017, and the projected revenue required to provide service for this service area is \$2,769,016. This implies a potential projected shortfall of approximately \$52,367 for 2017 for cart services. The Office reviewed the costs and revenue through 2020 based on specific assumptions to determine whether a significant shortfall at the end of the contract term would be anticipated. Any shortfall at the end of the franchise agreement term must be paid in the first year following the contract end. At this time, the Office is recommending a modest increase to reduce the projected shortfall at the end of 2017 and the contract term, 2020.

The most significant change indicated in the SBWMA 2017 Rate Report, was the decrease in the fuel index by 38.3%, increase in labor costs, and the performance metrics cost adjustments; each of these can significantly modify the contractor's costs projections for each rate year and how the total costs are allocated to each member of the agency in the SBWMA service area.

The Office also reviewed the actual and projected costs and revenue for both residential and commercial accounts. The Office has determined that a modest rate increase to cart (20 - 64-gallons sizes) accounts should be made to begin to align the rates to the actual costs for collection and disposal services. A 5.0% rate increase for cart service is recommended for 2017. The Office is evaluating different rate structures for future years for both residential and commercial accounts to capture the actual costs for collecting all three carts (garbage, recycling, and organics) for residential dwellings and commercial bin services, and staff could be recommending a similar rate increase for the subsequent calendar year(s) to generate the required revenue to cover the actual costs of collection for cart services.

The current rate for two 32-gallon garbage carts or one 64-gallon garbage cart for one to four residential dwelling units is \$28.05, and the proposed rate will be \$29.45 per month. This represents an increase of \$1.40 per month for residential dwelling units. The proposed rate for one 32-gallon cart for dwellings that contain over four units, the mixed-use parcels will be \$29.45 per month per unit. The 2017 rates fees are reflected in Exhibit "A" to the resolution. The recommended rates will also continue to reflect a five percent (5.0%) franchise fee that will be paid to the County from RSMC.

The recommended increase in cart rates would be effective on February 1, 2017. The collection services charges based on the proposed rates will appear on the property owner's tax bill for FY 2017-18 for all parcels with dwelling units, pursuant to County Ordinance Codes 4.04.200 and 4.04.220, and any additional elective services will be billed directly by RSMC. Commercial parcels without dwelling units will continue to be billed by RSMC for all services. Additionally, any Unscheduled Services (per service type and fee table) requested by the customer will continue to be billed directly to the customer by RSMC.

The franchise agreement also includes fees for Unscheduled Services (Attachment Q of the Franchise Agreement). The Unscheduled Services are generally those additional elective services that are specifically requested and paid for by the ratepayers in addition to the basic collection service charges. These Unscheduled Services fees are not property-related fees and, therefore, not subject to the Proposition 218 rate setting requirements. The franchise agreement allows for a Consumer Price Index (CPI) increase to the Unscheduled Services Fees. The Unscheduled Service Fees for 2017 reflect a 0.51% CPI adjustment to the 2017 fees as reflected in Exhibit "B" to the resolution. These Unscheduled Services Fees are effective January 1, 2017.

County Counsel has reviewed and approved the resolution as to form.

Approval of this action will contribute to the Shared Vision 2025 outcome of a Collaborative Community by informing and engaging residents in the process to adopt garbage and recyclables collection rates for CSA-8.

**FISCAL IMPACT:**

There is no impact on the County General Fund.

The proposed 2017 rates reflect a 5.0% increase to the 20 – 64-gallon cart sizes rates in CSA-8 over the current rates. The costs for CSA-8 Prop 218 notices will be reimbursed from the franchise fees.

Attachment A: Total Collection Rate Impact by Member Agency 2017



**RESOLUTION NO. .**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA  
ACTING AS THE GOVERNING BOARD OF COUNTY SERVICE AREA NO. 8**

\* \* \* \* \*

**ADOPT A RESOLUTION SETTING JANUARY 10, 2017 AT 9:00 A.M. AT THE  
REGULARLY SCHEDULED BOARD MEETING, AS THE TIME AND PLACE FOR A  
PUBLIC HEARING ON THE GARBAGE AND RECYCLABLES COLLECTION RATES  
FOR COUNTY SERVICE AREA NO. 8 (NORTH FAIR OAKS)**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, as the Governing Board of County Service Area No. 8 (CSA-8), that

**WHEREAS**, on October 20, 2009, this Board adopted Resolution No. 070423, which approved a new franchise agreement with Recology San Mateo County (RSMC) to provide services for the collection of recyclable materials, organic materials, and garbage in CSA-8; and the Unincorporated Franchised Area (County Franchised Area) within the South Bayside Waste Management Authority (SBWMA) service area (Burlingame to Menlo Park), exclusive of West Bay Sanitary District, from January 1, 2011 through December 31, 2020; and

**WHEREAS**, RSMC began service in the SBWMA service area on January 1, 2011; and

**WHEREAS**, on February 23, 2016, this Board adopted Resolution No. 074364 setting the 2016 garbage and collection rates for CSA-8 effective March 1, 2016; and

**WHEREAS**, on July 26, 2016 this Board adopted Resolution No. 074679, on the filing of the 2016-17 FY Garbage and Recyclables Collection Service Charges Report for County Service Area No. 8 (North Fair Oaks)” based on the effective rates; and

**WHEREAS**, the Director of the Office of Sustainability has recommended garbage and recyclables collection rates for the CSA-8 in Exhibit A; and

**WHEREAS**, the Constitution of the State of California requires that written notice of any proposed new or increased fees or property related charges be provided by mail to the record owners of each parcel upon which the charges are proposed for imposition; and

**WHEREAS**, in light of the proposed new rates, a written notice of the rates must be provided to the record owner of each parcel within the CSA-8 to comply with Proposition 218 requirements; and

**WHEREAS**, the Franchise Agreement with RSMC included the Unscheduled Service fees (Attachment Q of the Franchise Agreement), that are specifically requested and are paid for by the ratepayer, adjusted annually based upon the Consumer Price Index, and are in addition to the base collection rates; and

**WHEREAS**, the Unscheduled Service fees, attached hereto as Exhibit B, are not part of the base rates required for garbage and recyclables collection services, as they are fees for additional services that are electively subscribed to by ratepayers, were approved at the time the Franchise Agreement was executed by the County, are not property-related fees subject to the Proposition 218 rate setting requirements and apply to the CSA-8 and County Franchised Area.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** as follows:

1. **Tuesday, January 10, 2017 at 9:00 a.m.** in the Chambers of the Board of Supervisors of the County of San Mateo, in the Hall of Justice and Records, Redwood City, California, is hereby fixed as the time and place of the hearing on the garbage and recyclables collection rates for the CSA-8, effective February 1, 2017.
  
2. **IT IS HEREBY FURTHER DETERMINED AND ORDERED** that the Director of the Office of Sustainability shall cause a copy of the "NOTICE OF PUBLIC HEARING," attached hereto, to be published **once a week for two successive weeks** prior to the date set for the public hearing in a newspaper of general circulation.
  
3. **IT IS HEREBY FURTHER DETERMINED AND ORDERED** that the Director of the Office of Sustainability shall prepare a written notice of the proposed garbage and recyclables collection rates for CSA-8, which will be the basis for the imposition and collection of charges by the County on the tax roll and by Recology San Mateo County consistent with County Ordinance Codes 4.04.200 - 4.04.240, and that the notice be sent by mail to the record owner of each parcel within CSA-8.

\* \* \* \* \*

**Attachment A**

<b>Total Collection Rate Impact by Member Agency – 2017***</b>							
	<b>Total SBWMA Member Agencies</b>	<b>Town of Atherton</b>	<b>City of Belmont</b>	<b>City of Burlingame</b>	<b>City of East Palo Alto</b>	<b>City of Foster City</b>	<b>Town of Hillsborough</b>
Rate Adjustment Percentage	-1.0%	-23.9%	*	2.6%	11.6%	-2.9%	-41.9%
	<b>City of Menlo Park</b>	<b>CSA-8 (North Fair Oaks)</b>	<b>City of Redwood City</b>	<b>City of San Carlos</b>	<b>City of San Mateo</b>	<b>West Bay Sanitary District</b>	<b>County Franchised Area</b>
Rate Adjustment Percentage	9.6%	-0.8%**	-1.9%	-5.3%	2.3%	-1.6%	-7.6%

\* The City of Belmont calculates their rate adjustments independent of the SBWMA Rate Report process.

\*\* The Office is recommending a 5.0% rate increase for cart services based on a detailed analysis of County Service Area No. 8 (CSA-8), collection service requirements.

\*\*\*Source Document: SBWMA, September 15, 2016 SBWMA Final Report Reviewing the 2017 Recology Compensation Application page 13 and 14, (Full packet page 77 of 219).

## Exhibit A

### Garbage and Recyclables Collection Rates in County Service Area No.8 Effective February 1, 2017

**Table 1. Garbage and Recyclables Curbside Collection Rates\***

**(1 - 4 residential dwelling units per parcel\*\*\*)**

Quantity	Size of Garbage Container	Frequency of Pick-Up	Current Rate (\$/month)	Proposed Rate ** (\$/month)
2	32 gallon cart	1 x per week	\$28.05	\$29.45
1	64 gallon cart	1 x per week	\$28.05	\$29.45

Customers that are provided with a level of service greater than the minimum level of service shown above for garbage services shall be charged the rates shown in Table 2a and Table 3 for their specific level of service.

\*The rates in Table 1 include collection of all three curbside services: garbage cart(s), one (1) - 64 gallon recycling cart, and one (1) - 96 gallon compost cart. Additional residential recycling or compost carts will be subject to the service fees as listed in Exhibit "B" (Attachment Q – Unscheduled Service Fees).

\*\*Residential Carts that are not located with 5 feet of the road right of way will incur additional service charges by Recology San Mateo County (RSMC) based upon the distance of the cart to the right of way in the road.

\*\*\*Minimum Level of Service Rates for 1- 4 residential dwelling units is billed on the property tax bill.

## Exhibit A

### Garbage and Recyclables Collection Rates in County Service Area No.8 Effective February 1, 2017

<b>Table 2a. Cart/Bin Garbage Collection Rates</b> for Mixed Residential and Multi-family Dwellings Over Four Units  (Regularly Scheduled Weekly Service)				
Quantity	Size of the Garbage Container	Frequency of Pick-Up	Current Rates (\$/month)	Proposed Rate* ** (\$/month)
1	32 gallon cart	1 x per week	\$28.05	\$29.45
1	64 gallon cart	1 x per week	\$56.09	\$58.89
1	96 gallon cart	1 x per week	\$84.14	\$84.14
Quantity	Size of the Garbage Container	Frequency of Pick-Up	Current Rates (\$/month)	Proposed Rate* ** (\$/month)
1	2 yard bin	1 x per week	\$322.21	\$322.21
1	3 yard bin	1 x per week	\$483.32	\$483.32
1	4 yard bin	1 x per week	\$644.43	\$644.43
1	6 yard bin	1 x per week	\$966.64	\$966.64
1	8 yard bin	1 x per week	\$1,288.84	\$1,288.84
1	9 yard bin or box	1 x per week	\$1,449.95	\$1,449.95
1	15 yard bin or box	1 x per week	\$2,416.58	\$2,416.58
1	20 yard bin or box	1 x per week	\$3,222.11	\$3,222.11
1	30 yard bin or box	1 x per week	\$4,833.16	\$4,833.16
1	40 yard bin or box	1 x per week	\$6,444.21	\$6,444.21

\*Commercial (5 or more residential dwellings or commercial), RSMC curbside commercial collection services is within 51 feet of the right of way of the road. Bins or Carts located 51 feet or more from the road right of way will incur additional service charges by RSMC based on the distance of servicing the Carts or Bins to the right of way.

\*\*Residential (1- 4 residential dwellings), bins or carts that are not located with 5 feet of the right of way of the road will incur additional service charges by Recology San Mateo County (RSMC) based upon the distance of the bin or cart to the right of way.

## Exhibit A

### Garbage and Recyclables Collection Rates in County Service Area No.8 Effective February 1, 2017

<b>Table 2b. Cart/Bin Garbage Collection Rates</b> for Commercial Properties that do not contain dwelling units  (Regularly Scheduled Weekly Service)				
Quantity	Size of the Garbage Container	Frequency of Pick-Up	Current Rate* ** (\$/month)	Proposed Rate* ** (\$/month)
1	32 gallon cart	1 x per week	\$28.05	\$29.45
1	64 gallon cart	1 x per week	\$56.09	\$58.89
1	96 gallon cart	1 x per week	\$84.14	\$84.14
Quantity	Size of the Garbage Container	Frequency of Pick-Up	Current Rate* ** (\$/month)	Proposed Rate* ** (\$/month)
1	2 yard bin	1 x per week	\$322.21	\$322.21
1	3 yard bin	1 x per week	\$483.32	\$483.32
1	4 yard bin	1 x per week	\$644.43	\$644.43
1	6 yard bin	1 x per week	\$966.64	\$966.64
1	8 yard bin	1 x per week	\$1,288.84	\$1,288.84
1	9 yard bin or box	1 x per week	\$1,449.95	\$1,449.95
1	15 yard bin or box	1 x per week	\$2,416.58	\$2,416.58
1	20 yard bin or box	1 x per week	\$3,222.11	\$3,222.11
1	30 yard bin or box	1 x per week	\$4,833.16	\$4,833.16
1	40 yard bin or box	1 x per week	\$6,444.21	\$6,444.21

\*Commercial (5 or more residential dwellings or commercial), RSMC curbside commercial collection services is within 51 feet of the right of way of the road. Bins or Carts located 51 feet or more from the road right of way will incur additional service charges by RSMC based on the distance of servicing the Carts or Bins to the right of way.

\*\*Residential (1- 4 residential dwellings), bins or carts that are not located with 5 feet of the right of way of the road will incur additional service charges by Recology San Mateo County (RSMC) based upon the distance of the bin or cart to the right of way.

## Exhibit A

### Garbage and Recyclables Collection Rates in County Service Area No.8 Effective February 1, 2017

**Table 2c. Commercial Garbage Collection Rates  
for Commercial Properties**

(one-time special collection)

Quantity	Size of the Garbage Container	Frequency of Pick-Up	Current Rate (\$/pull)	Proposed Rate (\$/pull)
1	1 yard bin	1 x	\$100.05	\$100.05
1	2 yard bin	1 x	\$143.00	\$143.00
1	3 yard bin	1 x	\$183.54	\$183.54
1	4 yard bin	1 x	\$224.03	\$224.03
1	6 yard bin	1 x	\$305.07	\$305.07
1	8 yard bin	1 x	\$383.73	\$383.73
1	9 yard bin or box	1 x	\$424.05	\$424.05
1	15 yard bin or box	1 x	\$667.05	\$667.05
1	20 yard bin or box	1 x	\$869.55	\$869.55
1	30 yard bin or box	1 x	\$1,274.56	\$1,274.56
1	40 yard bin or box	1 x	\$1,679.56	\$1,679.56



**Exhibit A**  
 Garbage and Recyclables Collection Rates in County Service Area No.8  
 Effective February 1, 2017

**Table 3. Current Cart, Bin or Box Garbage Collection Rates  
 for Commercial Properties without Dwelling Units  
 Proposed Rates  
 (\$/Month)**

Service Freq. Per Week	Gallons (Carts)			Cubic Yard(s) (Bins)								
	32	64	96	1	2	3	4	6	8	9	15	20
<b>1 Time</b>	\$29.45	\$58.89	\$84.14	\$161.11	\$322.21	\$483.32	\$644.43	\$966.64	\$1,288.84	\$1,449.95	\$2,416.58	\$3,222.11
<b>2 Times</b>	\$58.90	\$117.78	\$168.28	\$322.21	\$644.43	\$966.64	\$1,288.85	\$1,933.28	\$2,577.70	\$2,899.89	\$4,833.16	\$6,444.21
<b>3 Times</b>	\$88.35	\$176.67	\$252.43	\$483.32	\$966.64	\$1,449.96	\$1,933.28	\$2,899.92	\$3,866.55	\$4,349.84	\$7,249.74	\$9,666.32
<b>4 Times</b>	\$117.80	\$235.56	\$336.57	\$644.43	\$1,288.85	\$1,933.28	\$2,577.70	\$3,866.55	\$5,155.42	\$5,799.79	\$9,666.32	\$12,888.42
<b>5 Times</b>	\$147.25	\$294.45	\$420.71	\$805.53	\$1,611.06	\$2,416.60	\$3,222.13	\$4,833.20	\$6,444.27	\$7,249.74	\$12,082.90	\$16,110.53
<b>6 Times</b>	\$176.70	\$353.34	\$504.85	\$966.64	\$1,933.28	\$2,899.92	\$3,866.55	\$5,799.83	\$7,733.12	\$8,699.68	\$14,499.47	\$19,332.63
<b>7 Times</b>	\$206.15	\$412.23	\$589.03	\$1,127.74	\$2,255.50	\$3,383.24	\$4,510.98	\$6,766.48	\$9,021.92	\$10,149.63	\$16,916.06	\$22,554.74

## Exhibit A

### Garbage and Recyclables Collection Rates in County Service Area No.8 Effective February 1, 2017

<b>Table 4. Current Commercial Compactor Rates for Garbage and Organics Collection</b>				
<b>(5 or more residential dwellings or commercial properties)</b>				
Quantity	Material Type	Frequency of Pick-Up	Current Rate Per cy/per pull	Proposed Rate Per cy/per pull
1 cubic yard	Garbage	Per pull	\$64.67	\$64.67
1 cubic yard	Organics	Per pull	\$48.51*	\$48.51*

\* Commercial Organics Collection rates reflect a 25% discount from the proposed monthly Garbage rates

<b>Table 5. Commercial Organics Collection Rates for Carts</b>				
<b>(5 or more residential dwellings or commercial properties)</b>				
Quantity	Size of the Container	Frequency of Pick-Up	Proposed Garbage Rate (\$/month)	Proposed Organic Collection Rate (\$/month)*
1	32 gallon cart	1 x per week	\$29.45	\$22.09
1	64 gallon cart	1 x per week	\$58.89	\$44.17
1	96 gallon cart	1 x per week	\$84.14	\$63.11

\* Commercial Organics Collection rates reflect a 25% discount from the proposed monthly Garbage rates

## Exhibit A

### Garbage and Recyclables Collection Rates in County Service Area No.8 Effective February 1, 2017

<b>Table 6. Commercial Organics Collection Rates for Bins</b>				
Quantity	Size of the Container	Frequency of Pick-Up	Garbage Rate (\$/month)	Organics Collection Rate (\$/month)*
1	1 yard bin	1 x per week	\$161.11	\$120.83
1	2 yard bin	1 x per week	\$322.21	\$241.66
1	3 yard bin	1 x per week	\$483.32	\$362.49
1	4 yard bin	1 x per week	\$644.43	\$483.32
1	6 yard bin	1 x per week	\$966.64	\$724.98
1	8 yard bin	1 x per week	\$1,288.84	\$966.63
1	9 yard bin	1 x per week	\$1,449.95	\$1,087.46
1	15 yard bin	1 x per week	\$2,416.58	\$1,812.44
1	20 yard bin	1 x per week	\$3,222.11	\$2,416.58
1	30 yard bin	1 x per week	\$4,833.16	\$3,624.87
1	40 yard bin	1 x per week	\$6,444.21	\$4,833.16

\* Commercial Organics Collection rates reflect a 25% discount from the proposed monthly Garbage rates

**Exhibit B  
Unscheduled Service Fees**

Garbage and Recyclables Collection Rates in the CSA-8 and the County Franchised Area within the South Bayside Waste Management Authority service area, exclusive of West Bay Sanitary District Effective January 1, 2017

<b>Table 1. Services</b>			
<b>Unscheduled Service Category</b>	<b>Franchise Agreement Reference</b>	<b>Cost to Provide Service</b>	<b>Description of Cost</b>
Single-Family Dwelling Backyard Collection Service	Section 5.02.A	As shown in Table 2	As shown in Table 2
Distance Charge for MFD and Commercial Accounts	Sections 5.02.B and 5.02.C	A – 10% of base monthly Rate B – 25% of base monthly Rate	A – 51 to 100 feet or less from Curbside B – 101 feet or more from Curbside
Extra Pick-up Cost for MFD and Commercial Customers	Sections 5.02.B and 5.02.C	25% of the base monthly Rate for the size of Container Collected once per week	Per Collection event
Single-Family Return Trip Cost (i.e., request to provide Collection service after the regularly scheduled Collection day)	Section 5.02.A	\$16.51	Per Collection event
Additional Targeted Recyclable Materials or Organic Materials Cart Rental or Purchase	Sections 5.03.A and 5.04.A	A – \$3.30 B – \$69.32 plus tax C – \$75.92 plus tax	A – monthly rental fee (any size Cart) B – Customer purchase of a 64 gallon Cart C – Customer purchase of a 96 gallon Cart

**Exhibit B  
Unscheduled Service Fees**

Garbage and Recyclables Collection Rates in the CSA-8 and the County Franchised Area within the South Bayside Waste Management Authority service area, exclusive of West Bay Sanitary District Effective January 1, 2017

<b>Table 1. Services</b>			
<b>Unscheduled Service Category</b>	<b>Franchise Agreement Reference</b>	<b>Cost to Provide Service</b>	<b>Description of Cost</b>
Additional Targeted Recyclable Materials or Organic Materials Cart Service Fee for Residential Units	Sections 5.03.A and 5.04.A	\$10.05 per cart/per month	One recycling and one organics cart is included in the solid waste collection costs, any services above the one cart per residential unit will be charged the fee to provide the additional cart service
Universal Roll-Out for MFD and Commercial Customers	Sections 5.03.B and 5.03.C	A - \$244,110.16 B - \$5,250.86 C - \$6,794.65	Cost based on providing service to one (1) Collection route of approximately 512 Accounts: A – Annual Vehicle Cost (all inclusive) B – Annual Cost of Containers C – One-time start-up charge
Additional Confidential Document Destruction Service Event	Section 5.07	\$1,320.42	Per event
Additional Compost Material Delivery	Section 5.11	A – \$137.54 B – \$275.09	A – one-way only delivery (compost only left on-site) B – Round-trip delivery (Drop-Box left on-site)

**Exhibit B  
Unscheduled Service Fees**

Garbage and Recyclables Collection Rates in the CSA-8 and the County Franchised Area within the South Bayside Waste Management Authority service area, exclusive of West Bay Sanitary District Effective January 1, 2017

<b>Table 1. Services</b>			
<b>Unscheduled Service Category</b>	<b>Franchise Agreement Reference</b>	<b>Cost to Provide Service</b>	<b>Description of Cost</b>
Fee for Service On-Call Bulky Item Collection Service	Section 5.12	\$89.74	Per event
Community Drop-Off Events	Section 5.13	\$18,705.93	Per event targeting 5,000 households. Does not include disposal or public education expenses.
Collection for Agency-Sponsored and Non-Agency sponsored Large Events	Section 5.13	A – \$3,301.05 B – \$5,501.74 C – \$8,252.61	A – one-day events with a projected 2,500 or fewer attendees B – one (1) or two (2) day events with a projected 2,501 to 7,500 attendees per day C – one (1) or two (2) day events with a projected 7,501 to 10,000 attendees per day
Fee to Collect Contaminated Targeted Recyclable Materials or Organic Materials Container	Sections 6.03.A and 8.02.F	25% of the base monthly Rate for the size of Container Collected once per week <u>plus</u> \$16.51	Per Collection event
Key Service	Section 8.02.B	A – \$9.35 B – \$10.45	Monthly cost: A – Residential Customers B – Commercial Customers

**Exhibit B  
Unscheduled Service Fees**

Garbage and Recyclables Collection Rates in the CSA-8 and the County Franchised Area within the South Bayside Waste Management Authority service area, exclusive of West Bay Sanitary District Effective January 1, 2017

<b>Table 1. Services</b>			
<b>Unscheduled Service Category</b>	<b>Franchise Agreement Reference</b>	<b>Cost to Provide Service</b>	<b>Description of Cost</b>
Lock purchase fee (replacement at no additional cost)	Section 8.02.B	\$18.70 plus tax	One-time per Account cost.
Overage Fee	Section 8.02.G	100% of the base monthly Rate	Per Collection event
Overage Bags Cost	Section 8.02.G	50% of the base monthly Rate or \$8.79 minimum	Per bag
Container Cleaning Fee	Section 8.05.D	A – \$55.02 B – \$93.53	A – per Cart B – per Bin or Drop Box
Dirty Cart Replacement Cost	Section 8.05.D	A – \$71.52 B – \$82.53 C – \$93.53	A – per 32 gallon Cart B – per 64 gallon Cart C – per 96 gallon Cart

**Exhibit B  
 Unscheduled Service Fees**

Garbage and Recyclables Collection Rates in the CSA-8 and the County Franchised Area within the South Bayside Waste Management Authority service area, exclusive of West Bay Sanitary District Effective January 1, 2017

<b>Table 2. Residential Backyard Collection Service Fees (Section 5.02.A)</b>				
	<b>One (1) Solid Waste Cart</b>	<b>Two (2) Solid Waste Carts</b>	<b>Three (3) Solid Waste Carts</b>	<b>Four (4) Solid Waste Carts</b>
<b>Distance from Curbside</b>	<b>Base monthly Solid Waste Rate plus</b>	<b>Base monthly Solid Waste Rate plus</b>	<b>Base monthly Solid Waste Rate plus</b>	<b>Base monthly Solid Waste Rate plus</b>
0 – 50 feet	\$19.81	\$31.60	\$63.20	\$94.81
51-100 feet	\$23.10	\$34.90	\$66.51	\$98.11
101-150 feet	\$26.41	\$38.21	\$69.81	\$101.41
151 – 200 feet	\$29.71	\$41.51	\$73.11	\$104.71
201 – 250 feet	\$33.01	\$44.81	\$76.40	\$108.01
251 – 300 feet	\$36.31	\$48.11	\$79.71	\$111.31
301 feet or more	\$39.61	\$51.41	\$83.01	\$114.61





**EXHIBIT C**

**BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO  
NOTICE OF PUBLIC HEARING**

**Garbage and Recyclables  
Collection Rates  
for County Service Area No. 8 (North Fair Oaks)**

**NOTICE IS HEREBY GIVEN that the County of San Mateo Board of Supervisors acting as the governing board of County Service Area No. 8 will hold a public hearing on the adoption of the rates for Garbage and Recyclables Collection for County Service Area No. 8 (North Fair Oaks) effective February 1, 2017.**

The **Garbage and Recyclables Collection Rates** will result in these charges either being levied on the tax roll for FY 2017-18 or billed directly to the property owner or customer by Recology San Mateo County in accordance with the County Ordinance Codes.

Information concerning these rates may be obtained from the office of the Director of the Office of Sustainability, 455 County Center, 4<sup>th</sup> Floor, Redwood City, California, telephone (650) 363-4189, during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, or by visiting the RecycleWorks website at: [http://www.recycleworks.org/sbwma\\_north\\_fair\\_oaks.html](http://www.recycleworks.org/sbwma_north_fair_oaks.html)

The public hearing will be held:

**DATE: Tuesday, January 10, 2017**  
**TIME: 9:00 A.M.**  
**PLACE: Board of Supervisors Chambers  
Hall of Justice and Records  
400 County Center  
Redwood City, California**

The meeting will be open to the public and anyone interested may appear and be heard on this matter or submit a written statement.

DATE:  
November 15, 2016

John L. Maltbie  
County Manager / Clerk of the Board



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Health System



**Date:** September 27, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Louise Rogers, Chief, Health System  
Chester J. Kunnappilly, MD, Chief Executive Officer, San Mateo Medical Center

**Subject:** Amendment to the Agreement with Pacific Interpreters, Inc., a Language Line Solutions Company for Interpreter Services

**RECOMMENDATION:**

Adopt a resolution authorizing an amendment to the agreement with Pacific Interpreters, Inc., a Language Line Solutions Company, for interpreter services, increasing the amount by \$125,000, to an amount not to exceed \$1,875,000.

**BACKGROUND:**

On April 22, 2014, your Board approved an agreement with Pacific Interpreters, Inc. (Pacific Interpreters), a Language Line Solutions Company for interpreter services. On May 23, 2014, your Board approved an amendment to add the Human Services Agency (HSA) to this agreement for their interpretation needs at the San Mateo Medical Center (SMMC) negotiated rate, which increased the amount by \$800,000. On December 15, 2015, your Board approved an amendment to increase the amount by \$350,000 to an amount not to exceed \$1,750,000 due to an increase in demand for interpreter services.

**DISCUSSION:**

Pacific Interpreters provides a vital communication link between SMMC's limited English proficiency (LEP) patients and their providers. SMMC and HSA underestimated the increase in demand for interpreter services as a result of a new Joint Commission regulatory standard. This standard requires SMMC to offer all LEP patients interpretation services. Based on current trends, the agreement will not have enough funding for the term of the agreement. This amendment will increase the amount by \$125,000, allowing SMMC and HSA to continue to provide this vital service while pursuing a new agreement from the results of a Request for Proposal that was completed in October 2016.

The amendment and resolution have been reviewed and approved by County Counsel as to form.

Approval of this amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by enabling SMMC to provide access to safe, rapid and high quality medical care for LEP residents of San Mateo County. It is anticipated that requests for interpretations will be fulfilled within three minutes 95% of the time.

**PERFORMANCE MEASURE:**

<b>Measure</b>	<b>FY 2015-16 Actual</b>	<b>FY 2016-17 Projected</b>
Percentage of the requests for interpretations will be fulfilled within three minutes	95%	95%

**FISCAL IMPACT:**

The term of the revised agreement is January 1, 2014 through December 31, 2016. The amount of the agreement is not to exceed \$1,875,000. The amendment increases the contract by \$125,000. Funds in the amount of \$100,000 are included in the SMMC FY 2016-17 Adopted Budget. Funds in the amount of \$25,000 are included in the HSA FY 2016-17 Adopted Budget.

Expenses at SMMC are covered by fees for services or third-party payors whenever possible. The portion of expenses for services provided to the medically indigent or to those covered by programs that do not meet the full costs of care are covered by the County's General Fund contribution to SMMC, and are within the existing annual appropriation.

**RESOLUTION NO. .**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH  
PACIFIC INTERPRETERS, INC., A LANGUAGE LINE SOLUTIONS COMPANY, FOR  
INTERPRETER SERVICES, INCREASING THE AMOUNT BY \$125,000 TO AN  
AMOUNT NOT TO EXCEED \$1,875,000**

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

**WHEREAS**, on April 22, 2014, your Board approved an agreement with Pacific Interpreters, Inc. (Pacific Interpreters), a Language Line Solutions Company for interpreter services; and

**WHEREAS**, on May 23, 2014, your Board approved an amendment to add the Human Services Agency (HSA) to this agreement for their interpreter needs at the negotiated rate for San Mateo Medical Center (SMMC), which increased the amount by \$800,000; and

**WHEREAS**, on December 15, 2015, your Board approved an amendment due to an increase in demand for interpreter services, which increased the amount by \$350,000 to an amount not to exceed \$1,750,000; and

**WHEREAS**, SMMC and HSA underestimated the increase in demand for interpreter services as the result of a new Joint Commission regulatory standard; and

**WHEREAS**, the parties wish to amend the agreement to increase funding by \$125,000 to a not to exceed amount of \$1,875,000; and

**WHEREAS**, your Board has been presented with a form of said amendment, 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 amendment number three for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

\* \* \* \* \*

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
PACIFIC INTERPRETERS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Pacific Interpreters, Inc., 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, the parties entered into an Agreement for interpreting services on April 22, 2014, by Resolution 073110; and

WHEREAS, the parties amended the Agreement by Resolution 073152 also authorizing the Chief of the Health System to execute an amendment to include services for Human Services Agency and add an additional \$800,000, resulting in an agreement not to exceed \$1,400,000; and

WHEREAS, the parties amended the Agreement by Resolution 074268, increasing the amount payable for the San Mateo Medical Center and Clinics by \$350,000 to an amount not to exceed \$950,000, increasing the total not to exceed amount to \$1,750,000; and

WHEREAS, the parties wish to further amend the Agreement by increasing the amount payable for the San Mateo Medical Center and Clinics by \$100,000 to an amount not to exceed \$1,050,000, and increasing the amount payable for Human Services Agency by \$25,000 to an amount not to exceed \$825,000, increasing the total not to exceed amount to \$1,875,000.

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

1. Section 3. Payments of the agreement is amended 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 work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE MILLION EIGHT HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$1,875,000).

2. Revised Exhibit B (rev. 9/23/15) is replaced in its entirety with Revised Exhibit B (rev. 9/27/16, a copy of which is attached hereto and incorporated by this reference.
3. **All other terms and conditions of the agreement dated 4/22/14, between the County and Contractor shall remain in full force and effect.**



In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Pacific Interpreters, Inc.

<small>DocuSigned by:</small> <i>Michael F. Schmidt</i> <small>C4899DFDED494D7...</small>	10/3/2016	Michael F. Schmidt
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

Revised Exhibit B  
(rev.9/27/16)

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

**Rate:**

County shall pay Contractor at a rate of \$0.99 per minute, regardless of language requested or time of request.

**Invoicing:**

Health System:

Contractor will invoice electronically the Interpreter Program Manager by the 10th of the month after rendered services with the Contractor's monthly report indicating the date of each call, the time the call was initiated, the number of minutes used, the language requested, the originating site of the request, the cost of each call, and the time elapsed from call initiation to interpreter access.

County shall pay Contractor monthly upon receipt of reports and invoices. Services under this Agreement for San Mateo Medical Center and Clinics shall not exceed the amount of \$1,050,000 including any taxes or fees for the term of the agreement unless agreed upon by all parties and this agreement is amended in writing and signed by both the County and Contractor.

Contractor shall send invoice along with monthly reports to:

San Mateo Medical Center  
Attention: Accounts Payable  
222 W. 39th Avenue  
San Mateo, CA 94403

**Invoicing:**

Human Services Agency:

Contractor will invoice electronically the Interpreter Program Manager by the 10th of the month after rendered services with the Contractor's monthly report indicating the date of each call, the time the call was initiated, the number of minutes used, the language requested, the

originating site of the request, the cost of each call, and the time elapsed from call initiation to interpreter access.

County shall pay Contractor monthly upon receipt of reports and invoices. Services under this Agreement for Human Services Agency shall not exceed the amount of \$825,000 including any taxes or fees for the term of the agreement unless agreed upon by all parties and this agreement is amended in writing and signed by both the County and Contractor.

Contractor shall send invoice along with monthly reports to:

Human Services Agency  
Attention: Office of Administrative and Information Services  
1 Davis Drive  
Belmont, CA 94002





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Health System



**Date:** August 22, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Louise Rogers, Chief, Health System  
Chester J. Kunnappilly, MD, Chief Executive Officer, San Mateo Medical Center

**Subject:** Agreement with AristaMD, Inc. to Provide a SMART Referral Solution

**RECOMMENDATION:**

Adopt a resolution authorizing an agreement with AristaMD, Inc. to provide a SMART referral solution, for the term October 1, 2016 through September 30, 2021, in an amount not to exceed \$2,502,500.

**BACKGROUND:**

In December 2015, the San Mateo County Health System (SMCHS) completed a Request for Proposals for a SMART referral system to improve patient access to specialty services by automating manual processes for specialty services referral management. The proposed system would integrate with SMCHS's existing systems, including eCW, PulseCheck, Soarian, and the electronic medical record system NextGen. The system would provide SMMC and its community partner Ravenswood Clinic: 1) a communication platform for primary care provider and specialist interaction; 2) a tool to guide primary care providers to make appropriate specialty referrals; and 3) a platform for the primary care provider to order appropriate tests based upon the reason for referral.

**DISCUSSION:**

SMCHS chose AristaMD, Inc. (AristaMD) because its product was the closest realization of SMMC's vision of a SMART referral system. Such a system provides primary care providers with an interactive, prompt, and simple way to ask questions of specialty providers regarding their patients, thereby allowing primary care providers to avoid unnecessary specialty clinic referrals. Currently, the first visit to a specialist frequently involves a determination of what tests to order and then a return visit once the tests are completed. The SMART referral system eliminates the need for that initial specialty clinic visit by allowing referrals to specialists only after prerequisite tests are

completed based on a patient’s diagnosis or complaint. This will improve efficiency because patients with an approved specialist referral will complete their initial tests before their first visit. The benefits of such a system are many, including decreasing the number of specialty clinic visits per patient, decreasing the number of specialty referrals, improving communication between primary care providers and specialists, and decreasing wait time for an available specialty clinic visit. Implementation of AristaMD’s referral product will provide better patient care through efficient and automated processes. This agreement is coming to your Board late due to protracted negotiations with the vendor.

The Information Services Department has reviewed and approved this agreement.

The County’s Contract Compliance Committee has approved a waiver for this contract’s term to exceed the County’s customary three-year maximum term.

The resolution contains the County’s standard provision allowing amendment of the County’s fiscal obligations by a maximum of \$25,000 (in aggregate).

The agreement and resolution have been reviewed and approved by County Counsel as to form.

This agreement contributes to the Shared Vision 2025 of a Healthy Community by providing referrals to a specialist only when needed. It is anticipated that specialist referrals are expected to decrease 25% for the 2016-17 fiscal year, and 50% in the 2017-18 fiscal year.

**PERFORMANCE MEASURE:**

Measure	FY 2016-17 Projected	FY 2017-18 Projected
Specialist referrals are expected to decrease	25% 4,300 patients approximately	50% 6,000 patients approximately

**FISCAL IMPACT:**

The term of the agreement is October 1, 2016 through September 30, 2021. The amount of the agreement is not to exceed \$2,502,500 for the five-year term. Funds in the amount of \$950,000 are included in the SMMC FY 2016-17 Adopted Budget. Funds in the amount of \$388,125 will be included in the SMMC 2017-18 Recommended Budget. Similar arrangements will be made for future years

Expenses at SMMC are covered by fees for services or third-party payors whenever possible. The portion of expenses for services provided to the medical indigent, or to those covered by programs that do not fully meet the costs of care, are covered by the County General Fund contribution to SMMC, and are within the existing annual appropriation.

# Request for Proposals – Matrix

<b>1</b>	Where was the RFP advertised?	San Mateo Medical Center Website San Mateo County Procurement Website Public Purchase Website
<b>2</b>	In addition to any advertisement, list others to whom the RFP announcement was sent:	Allscripts Applied Research Work, Inc. Avenade, Inc. Cerner Corporation Cognosante, LLC eClinicalWorks, LLC Electronic Referral Manager, Inc. InterComponentWare, Inc. Infermed, Ltd. Informatics In Context Intellica Corporation Mid-America Consulting Group, Inc. MedUnison, LLC NetChemistry, Inc. NextGen Healthcare Oracle Corporation Orion Health Persistent Systems, Ltd. RubiconMD, Inc. SAP SE Stella Technology, Inc. Streamlined Medical Solutions
<b>3</b>	State the total number of RFP's sent to prospective proposers:	21
<b>4</b>	How many proposals did you receive?	11
<b>5</b>	List in alphabetical order the names of the proposers (or finalists, if applicable) and the location:	AristaMD, Inc., La Jolla, CA eClinicalWorks, LLC, Westborough, MA Electronic Referral Manager, Inc., San Francisco, CA MedUnison, LLC, Oklahoma City, OK Safety Net Connect, Inc., Newport Beach, CA

**RESOLUTION NO..**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING AN AGREEMENT WITH ARISTAMD, INC. TO PROVIDE A SMART REFERRAL SOLUTION, FOR THE TERM OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2021, IN AN AMOUNT NOT TO EXCEED \$2,502,500**

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

**WHEREAS**, in December of 2015, the San Mateo County Health System (SMCHS) completed a Request for Proposals for a SMART referral system to improve patient access to specialty services by automating and refining manual processes for specialty services referral management; and

**WHEREAS**, SMCHS chose AristaMD, Inc. (AristaMD) because their product was the closest realization of SMMC's vision of a SMART referral system; and

**WHEREAS**, the system provides a mechanism to allow referrals to specialists only if prerequisite tests are complete based on a patient's diagnosis or complaint; and

**WHEREAS**, both parties wish to enter an agreement, for the term of October 1, 2016 through September 30, 2021, in an amount not to exceed \$2,502,500; and

**WHEREAS**, the functionality of the system would be useful to other divisions in the Health System and allow reporting to occur without manual work.

**WHEREAS**, this Board has been presented with a form of such agreement, has examined and approved it as to both form and content, and desires to enter into it.



**NOW, THEREFORE, IT IS HEREBY RESOLVED**, 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.

**BE IT FURTHER RESOLVED**, that the Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

\* \* \* \* \*

# AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND AristaMD, INC.

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and AristaMD, Inc. ("AristaMD"), hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of a SMART Referral Solution. Contractor will implement and County will subscribe to Contractor's service offering (the "Platform") for online communications and consultations ("eConsults") and regulated referral ("eReferral") between the County's primary care physicians, nurse practitioners, and physician assistants ("Clinicians") under the supervision of a primary care physician, and County's specialty physicians ("Specialists"), in connection with the care and treatment of County's patients.

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

## 1. Definitions

The following definitions govern the meaning of the capitalized terms used in this Agreement. Other capitalized terms may be defined in Supplements or where first used in this Agreement.

- 1.1. "Acceptance" shall be as described in Exhibit A to this Agreement.
- 1.2. "Agreement" shall mean, collectively, this Agreement and all of the attached and referenced Exhibits, Schedules, Supplements and any other specifically referenced attachments.
- 1.3. "Clinicians" shall mean physicians or those Medical Assistants (MA), Physician Assistants (PA), Nurse Practitioners (NP), Registered Nurses (RN), and Hospital Unit Coordinators (HUC) under supervision of a physician and Hospital Unit Coordinators not under supervision of a physician.
- 1.4. "County" shall mean San Mateo County Health Services or SMCHS.
- 1.5. "Deliverables" shall mean, collectively, the Applications, Documentation, Custom Programming, Implementation Workplan and Methodology and any that Contractor provides to SMMC.
- 1.6. "Delivery" or "Delivery Date" shall mean, with respect to (i) an Application or an item of Custom Programming, the date on which that item is available to Customer for testing or Adaptation; (ii) a computer, tape or disk drive installed by a manufacturer, the date on which that manufacturer certifies to Customer that such Equipment is installed and operational according to manufacturer's procedures in effect on the date of installation; and (iii) all other Equipment, Customer-installable Applications and Documentation, the date on which that item is physically delivered to Customer.
- 1.7. "Documentation" shall mean the detailed description of functionality and related processes and procedures for the Applications, including all revisions.
- 1.8. "eConsult" shall mean the electronic messaging between the referring clinician and the Specialty physician. This does not include a request to schedule an appointment for the patient.

- 1.9. "Effective Date" shall mean the execution date of this Agreement by the County of San Mateo Board of Supervisors.
- 1.10. "EHR" or "EMR" shall mean the County vendors that provide electronic health record or electronic medical record functionality.
- 1.11. "Enhancement" shall mean Updates, Releases, and or Versions.
- 1.12. "eReferral" shall mean the electronic messaging from the referring clinician to the Specialty physician to request an appointment for the patient. This may or may not include a request for diagnostics. The eReferral may be the result of an eConsult.
- 1.13. "Facility" and "Facilities" shall respectively mean any health care entities owned or operated by the County of San Mateo.
- 1.14. "First Productive Use" shall mean the date on which live data is first processed through an Application and used in Customer's business operations.
- 1.15. "Implementation Workplan" shall mean the document outlining implementation tasks and the scope of work to be performed by Contractor related to an implementation or other professional services engagement, as further described in Exhibit A.
- 1.16. "Modification" shall mean any programming change to the Platform made by Contractor.
- 1.17. "Platform" shall mean the software listed in Exhibit A of this agreement.
- 1.18. "Sites" shall mean the physical locations where the platform will be installed and may contain one or more clinics or departments. See Exhibit A for a complete list of the locations.
- 1.19. "Testing" shall mean the activities performed by the County to determine if the platform is functioning in compliance with the specifications.
- 1.20. "Update" shall mean packages of Application corrections as well as revisions addressing common functional and performance issues
- 1.21. "Warranty Period" and "Initial Warranty Period" shall have the applicable meaning described in the applicable warranty provisions of this Agreement.

## **2. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—Service Level Agreement
- Exhibit D—Platform Usage Agreement
- Exhibit E—Corporate Compliance SMMC Code of Conduct (Third Parties)
- Attachment H—HIPAA Business Associate Requirements

## **3. Services to be performed by Contractor**

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

**4. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TWO MILLION FIVE HUNDRED TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,502,500.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

**5. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2016, through September 30, 2021.

**6. Termination; Availability of Funds**

This Agreement may be terminated by Contractor or by the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

**7. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**8. 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**9. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue

using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**10. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**11. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

**12. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

**13. Compliance With Laws**

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, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. 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. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

**14. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. 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 upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

**e. Discrimination Against Individuals with Disabilities**



The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

**g. Reporting: Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 13, above. Such duty shall include reporting of the filing 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 or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**15. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 4, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**16. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

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

**17. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

**18. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**19. Disentanglement**

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, patient files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree the specific electronic format.

Upon any termination of the Agreement, regardless of the nature or timing of the termination, County shall have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates provided, however, that the annual support and maintenance fee shall be prorated and paid in advance on a monthly basis during such time, and the amount of such support and maintenance fee shall remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

**20. Notices**

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

In the case of County, to:

Name/Title: San Mateo Medical Center / Attn: Accounts Payable  
Address: 222 W 39<sup>th</sup> Ave, San Mateo, CA 94403  
Email: [SMMC-Accounts-Payable@smcgov.org](mailto:SMMC-Accounts-Payable@smcgov.org)

In the case of Contractor, to:

Name/Title: Rebecca Cofinas / Founder and CEO  
Address: 11099 N. Torrey Pines Rd, Suite 290, La Jolla, CA 92037  
Telephone: 760-212-6020  
Facsimile: 858-750-4768  
Email: [Rebecca@aristamd.com](mailto:Rebecca@aristamd.com)

**21. Electronic Signature**

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*Template version – May 4, 2015 (SMMC version)*

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County:  If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor:  If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

By: \_\_\_\_\_

President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Clerk of Said Board

AristaMD, Inc.

Rebecca Cofinas  
Rebecca Cofinas (Oct 7, 2016)

Contractor's Signature \_\_\_\_\_

Date: Oct 7, 2016

(April 1, 2015 CCC issued contract template version)

## Exhibit A Services

### Business Goal:

Improve access to and utilization of specialty care through the use of an electronic referral process which includes customized guidelines and improved workflows.

### Product Description:

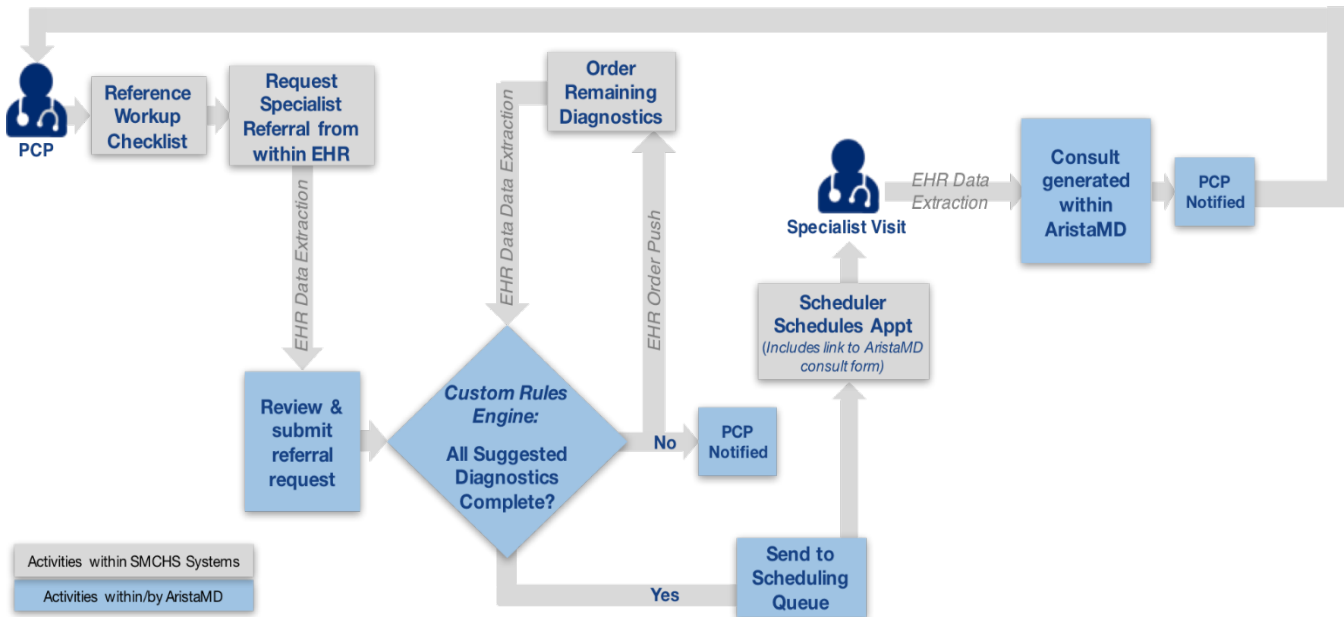
Contractor shall provide County with an online service which facilitates the online communications and consultations between Referring Clinicians and Specialty Clinicians (the “**Specialists**”) in connection with care and treatment of the Referring Clinician’s patient (Clinicians to be defined as physicians or those Medical Assistants (MA), Physician Assistants (PA), Nurse Practitioners (NP), Registered Nurses (RN), and Hospital Unit Coordinators (HUC) under supervision of a Physician). The online service and associated software will be referred to as the “**Platform**”. Said Platform shall:

1. Integrate with County (San Mateo County Health System) clinical workflows and electronic health record systems (eHRs) (e.g. eCW, NextGen, PulseCheck, and Soarian).
2. Integrate with County systems for diagnostic retrieval.
3. Include an online request form/process, specialty-specific workup guidelines, specialist queuing logic, specialist consult response form, and applicable notifications to enable an efficient electronic consult process.
4. Other Requirements:
  - a) Platform shall provide an automated referral rule technology that guides referring providers through the specialty referral process and provides real-time referral prerequisite analysis based on specialty.
  - b) Platform shall provide a System for efficient electronic consults between Referring Clinicians and Specialists that result in improved patient care by including patient data and diagnostic results.
  - c) Platform shall provide Referral and consult technology integrated into the clinical flow for the following eHRs; eCW, NextGen, PulseCheck, and Soarian.
    - i) Platform shall use protocols compatible with County systems.
    - ii) Platform shall retrieve relevant patient data from eHR records.
    - iii) Platform shall provide a mechanism to defer specialist appointment scheduling until all required diagnostic results are available and for notifying Referring Clinicians when incomplete referral requests have exceeded a predetermined “pending diagnostic” wait time.
    - iv) Platform shall provide a mechanism to override diagnostic result requirements at the primary care physician level within the platform.
    - v) Platform shall begin the process to order diagnostics on behalf of a licensed physician. County is solely responsible for any violations of the relevant payers’ requirements or associated government regulations for automated diagnostic ordering.
    - vi) Platform shall ensure that completed consult and referral documentation is accessible in the eHR patient record.
    - vii) Contractor shall work with County’s eHR vendors; eCW, NextGen, Soarian and PulseCheck, to ensure data exchange between systems occurs. Contractor shall undertake this effort within the core implementation of this project.
  - d) Platform shall use standard coding schemes in agreement with County.
  - e) Platform shall present only Clinicians within the San Mateo system for consults and referrals
    - i) Contractor shall perform the initial clinician setup on Platform.

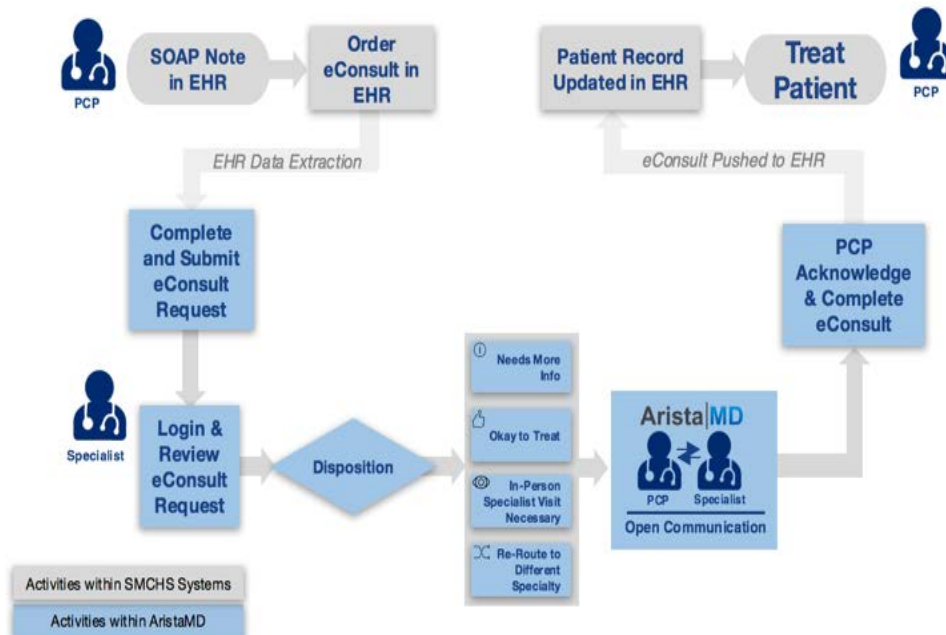
- ii) Platform shall have a mechanism for maintaining clinician information and access.
- iii) Platform shall have a mechanism for maintaining clinician service level logic.
- iv) Platform shall notify Referring clinicians of pending consults and referrals and reminder notifications will be sent based upon County determined expected response times.
- f) Platform shall provide a mechanism for consults to change to patient referrals.
- g) Platform shall provide a database of referral guidelines.
  - i) Platform shall provide a mechanism for Referring Clinicians to review guidelines prior to consult or referral.
  - ii) Platform shall provide a mechanism to search guidelines by the specialty and by the patient's main complaint.
  - iii) Platform shall provide a guideline authoring tool to allow County to utilize a custom version of the database of clinical guidelines to review and request changes that are specific to the client's organization.
    - (1) Contractor shall follow a documented process for reviewing guidelines that have been customized and versioned for SMCHS. Subsequent updates to Contractor's original guidelines shall be reviewed with the designated clinical leader(s) at County before being released into County's environment.
    - (2) Contractor shall add County -generated guidelines for each specialty to the existing database within the appropriate phase of the implementation plan. The format of these guidelines must fit within Contractor's existing guideline structure and functionality.
    - (3) Contractor shall allow subsequent revisions of the guidelines to be installed on the Platform at predetermined time intervals to coincide with database and application release cycles.
    - (4) Contractor shall collaborate with County to provide a workflow to approve changes to the guidelines and implement them in the solution within the Platform.
- h) Contractor shall train County on use of the Platform and associated workflows.
  - i) Training shall begin with County trainers and continue with referring clinicians and specialty physicians as their sites and/or specialties are implemented on the Platform.
  - ii) Contractor shall provide training for County trainers on how to train the Platform and associated workflows.
  - iii) Contractor shall provide training materials in soft copy in editable format to County trainers.
  - i) Platform shall provide reporting capability that includes measurable and maintainable Key Performance Indicators (KPIs) and success metrics.
  - j) Platform shall have the capability to expand to additional community partner providers beyond the 13 sites agreed upon in this Agreement for an additional fee.

Platform shall leverage County Single Sign On (SSO) technology where possible.

## 5. Proposed eReferral Workflow



## 6. Proposed eConsult Workflow





## **Implementation Services**

### *Phase I: Discovery and Planning (estimate 4 weeks)*

Contractor shall begin Phase I within 15-30 days of contract signature. The deliverables for the first phase of implementation include, but are not limited to:

- 1) Completion of data gathering by site, including number of clinical users, number of patient visits, baseline referral data, etc., for the following list of sites

<b>Site Name</b>	<b>Address</b>
Coastside	225 South Cabrillo Highway Half Moon Bay, CA 94019
Daly City Health Center	380 90th Street Daly City, CA 94015
Daly City Youth Center	2780 Junipero Serra Boulevard Daly City, CA 94015
Fair Oaks Health Center	2710 Middlefield Road Redwood City, CA 94063
Ravenswood Family Health Center	1885 Bay Road East Palo Alto, CA 94303
San Mateo Medical Center	222 West 39th Avenue San Mateo, CA 94403
Sequoia Teen Wellness Center	200 James Avenue Redwood City, CA 94062
South San Francisco Health Center	306 Spruce Avenue South San Francisco, CA 94080

- 2) Identification of the Contractor implementation team
- 3) Test plan for beta sites
- 4) Workgroup formation
- 5) Site team kickoff meetings for context and implementation expectation-setting
- 6) Site visits, if necessary –
- 7) Completion of Discovery Product
  - a) Business requirements
  - b) Functional Requirements
  - c) Technical Requirements
  - d) Workflow Description and Diagram
  - e) Data flow Description and Diagram
  - f) Unit Test Plan
  - g) Integrated Test Plan
  - h) UAT Test Plan
  - i) Post-Discovery Statement of Work (SOW)
  - j) Test plan for remaining sites
- 8) Discovery Product shall include a detailed implementation plan developed in partnership with County.

**Milestone 1:**

- 1) One third of the Milestone 1 Payment to be invoiced upon signature of the agreement.
- 2) Remaining two thirds of the Milestone 1 Payment held back until Business Requirements (7a above) are approved (end of discovery phase.) County approval of the Discovery Product created in Phase I by Contractor within 2 months of Agreement Effective Date triggers the remaining two third of Milestone Payment 1 as identified in Exhibit B. If, through no fault of County, Contractor is unable to meet the specified timeline County may elect to:
  - 1) Terminate the Agreement and receive a credit for all Milestone 1 Payments paid to Contractor; or
  - 2) Negotiate with Contractor to adjust the terms, including Acceptance Criteria and Fees, and Payment Schedule.

**Phase II: eHR Connectivity Efforts & Application Customization (estimated 10-13 weeks)**

- 1) Contractor shall complete development and adaptation of the platform.
- 2) Contractor shall complete connectivity with eClinical Works and Soarian.
- 3) Contractor shall begin coordination with all remaining eHRs and connected 3rd party solutions.
- 4) Contractor shall work with County to develop the training plan by user role on the Platform.
- 5) Contractor shall develop training materials, including online and on-site training materials in collaboration with County.

**Phase III: Beta Sites Implementation (estimated 8-12 weeks)**

- 1) Contractor shall complete testing in the County test environment.
- 2) Contractor shall implement the Platform in two test sites identified in phase 1
- 3) Contractor shall perform system set up functions during this time, including:
  - a) Application access (obtained and tested by site)
  - b) Organization and location set up including domain white-listing if required
  - c) Finalizing employee roles & permissions
  - d) Distribution of employee credentials
  - e) Panel set up and availability management process put into place
- 4) Contractor shall conduct training for beta test site users.
- 5) Contractor shall provide training tailored for each user role.
- 6) Contractor shall conduct acceptance testing.
- 7) Contractor will conduct observational sessions in addition to conducting feedback sessions and reviewing usage data to quickly and efficiently identify possible workflow improvements that can be incorporated for full implementation.
- 8) Contractor shall provide reporting capability as part of acceptance testing.
- 9) Contractor shall provide usage statistics from the Platform and eHRs.
- 10) Contractor shall conduct regularly scheduled beta test success meetings – reviewing usage data, feedback gathered and any issues uncovered that could possibly impact full implementation.
- 11) The Beta Sites will be considered "live" after 5 successful completed eConsult and eReferral events.

**Milestone 2:**

- 1) Two thirds of the Milestone 2 Payment to be invoiced upon acceptance of the delivered code/application in Phase III. See Acceptance terms outlined below.

2) One third of the Milestone 2 Payment invoiced when both beta locations are live; provided, that if there is a delay caused by County, Contractor will invoice for the remaining third of the Milestone Payment 2 within 30 days of acceptance of delivered code.

County acceptance of the delivered code in Phase III by Contractor within 8 months of Milestone Payment 1 triggers Milestone Payment 2 as identified in Exhibit B. If, through no fault of County, Contractor is unable to meet the specified timeline County may elect to:

- 1) Terminate the Agreement and receive a credit for all Milestone 2 Payments paid to Contractor; or
- 2) Negotiate with Contractor to adjust the terms, including Acceptance Criteria and Fees, and Payment Schedule.

Phase IV: Enterprise Implementation Planning (Ongoing)

- 1) Contractor shall collect and review all testing results and other experience from the beta test locations, meet with the implementation Task Force and other stakeholders as needed and consider any work plan changes that need to be made.
- 2) Contractor shall identify and prioritize any and all product and workflow change requests that arose from the beta test location process.
- 3) Contractor will make any necessary changes to the business requirements and seek approval from County on these final changes. The approval of business requirements will conclude this phase of the project.
- 4) Contractor shall extend its eHR connectivity effort to include NextGen, PulseCheck, and Soarian and conduct associated testing.
- 5) Contractor shall finalize the Specialist onboarding plan for the Contractor application, including the process for onboarding all Specialists into the application.

Phase V: Final Development and Application Customization

- 1) Contractor shall conduct final development and customization of the Contractor application to support the enterprise-wide implementation of the application across the San Mateo Health System and Ravenswood Clinic.
- 2) Contractor shall complete any additional application changes that were documented during the Enterprise Implementation Planning phase
- 3) Contractor shall complete remaining eHR connectivity efforts.
- 4) Contractor shall document procedural changes based on learning from beta test locations
- 5) Contractor shall also update the clinical guidelines database based on changes that are made to the client-specific copy of the database, as described above.
- 6) Contractor shall collaborate with County to finalize the Specialist onboarding and availability management process for full implementation.
- 7) Contractor shall update training materials if necessary.

Phase VI: Enterprise-wide Implementation (estimated 4-6 weeks for remaining 11 sites)

- 1) Contractor shall implement the Platform enterprise-wide. Steps that will be completed at each site include:
  - a) Application access (obtained and tested by site)
  - b) Training of users.
  - c) Organization and location set up including domain white-listing if required
  - d) Finalizing employee roles & permissions
  - e) Distribution of employee credentials

- 2) Contractor shall continue regularly scheduled implementation meetings for 3 months – reviewing usage data, feedback gathered and any issues uncovered that could possibly impact full implementation.
- 3) Reporting data for each site will be ready and distributed within 2 weeks of site implementation.

### **Milestone 3:**

SMCHS acceptance of Phase VI: Enterprise-wide Implementation and Lessons Learned by Contractor within 8 months of Milestone 2 triggers Milestone Payment 3 as identified in Exhibit B.

- 1) One half of Milestone Payment 3 to be invoiced upon acceptance of the delivered code/application. See Acceptance terms below.
- 2) Remaining half of Milestone Payment 3 invoiced after notice of final completion (when the remaining sites are live) is received.

Paid in payments in the following manner:

Unless Contractor has caused a delay identified by County in accordance with the Project Governance Guidelines (set forth in Exhibit A), County shall pay \$20,000/month at the beginning of each calendar month starting 30 days from the acceptance of the delivered code in Phase VI, which payment shall be credited toward the remaining amount due in Milestone 3 until Milestone 3 is paid in full.

If Contractor causes the delay, the remaining half of Milestone Payment 3 shall be held back to the extent of the delay caused by Contractor.

If Contractor, through no fault of County, is unable to meet the specified timeline County may elect to:

- 1) Terminate the Agreement and receive a credit for Milestone 3 Payments paid to Contractor since Milestone 2; or
- 2) Negotiate with Contractor to adjust the terms, including Acceptance Criteria and Fees, and Payment Schedule.

### **Guidelines Tailoring: Parallel Path to Main Implementation Plan**

- 1) In order to eliminate impediments to an efficient implementation of Contractor, Contractor will decouple the clinical guideline customization efforts and run them on a parallel path to the main implementation effort.
- 2) County will be given access to an online tool for reviewing Contractor's existing clinical guidelines. Access will be provided access during Phase I of the implementation plan.

### **Acceptance**

In addition to standard internal user acceptance testing (UAT) conducted, Contractor provides for an additional milestone that incorporates a client acceptance process to ensure the System works in accordance with the agreed upon criteria. There are 2 acceptance milestones planned for this project. The first is planned for the delivery of code/application during phase III; Beta Implementation. The second is planned for the delivery of the code/application during phase VI; Enterprise Implementation. Below are the parameters for each of those acceptance milestones.

- 1) Acceptance Criteria. The Parties shall define the Acceptance Criteria as part of Phase I.
- 2) Acceptance Period. Customer will have 30 calendar days following the date the System is made available to evaluate the System.

- a) County team members will execute a predetermined and agreed upon set of tests within the County test environment before the first site is officially live on the System for that particular phase of the implementation plan.
- b) There are at least 2 Acceptance milestones.
  - i) The System release to be used during the Beta period; Phase III
  - ii) The System release to be used for full implementation; Phase VI
- c) If County and Contractor have not mutually agreed to extend the 30-day acceptance period and the 30 days pass without acceptance by County, acceptance will be assumed and implementation will move forward. Payments based on exhibit B terms will proceed.
- 3) Acceptance. If the System satisfies the Acceptance Criteria, then Contractor shall be deemed to have completed its delivery obligations.
- 4) Rejection. If the System does not satisfy the Acceptance Criteria, then:
  - a) Notification. Customer shall itemize in writing each failure to satisfy the Acceptance Criteria.
  - b) Cure Period. Contractor will work in good faith to deliver a correction as soon as feasible but shall take no longer than thirty (30) calendar days.
    - i) If corrections are delayed by County or County's third-party vendors, all parties will negotiate in good faith to establish an extended acceptance period.
  - c) Correction. Contractor shall use its best efforts to correct the System and deliver the correction to County for re-testing and acceptance. Once a correction has been made available, Contractor will notify County in writing.
  - d) Re-testing. Once a correction has been made available, County has seven (7) calendar days to accept or reject the correction.
  - e) Continued Failure. If Contractor's corrections fail to satisfy the Acceptance Criteria within forty five (45) calendar days of notification, then County may elect to:
    - i) terminate the Agreement and receive a credit for all license fees paid to Contractor or;
    - ii) or negotiate with Contractor to adjust the terms, including Acceptance Criteria and Fees, and Payment Schedule.
- 5) Post Acceptance Period. After the acceptance period, if County finds non-conforming work product, such issues will be treated as new out of scope work. Non-conforming is described as anything outside the originally scoped business requirements. The business requirements are an approved set of design and application requirements that will be determined during the discovery and planning phases of this project.

### **Contractor's Expectations of County**

#### 1) Implementation Task Force

County shall provide the following members to the Implementation Task Force; all of whom will be identified during the discovery phase of the project:

- Enterprise-wide leaders:
  - IT Champion / Primary Point of Contact
  - Clinical Champion / Primary Point of Contact
- Site-specific leaders:
  - Clinical Champion / Primary Point of Contact
  - Operational Champion / Primary Point of Contact

#### 2) Prompt response to required reviews and approvals

Contractor will be providing County with key milestone proposals and issue resolution proposals that will require County's attention and prompt response in order to keep to agreed upon implementation plan timing.

#### 3) Access to Referring Clinicians and other front line users

Contractor will work with County to obtain access to front line users of the platform in order to gain feedback for improvements that will impact full implementation. Engagement with the users

of the system is critical path to making the improvements necessary for the best possible clinician experience longer term.

## **Project Governance**

The parties will establish of a joint Project Governance Committee (PGC), which will meet, in person or via conference call, not less than weekly, or as otherwise required, at a time and location to be agreed between the parties. Either party may call an emergency meeting upon no less than three (3) business days' prior written notice where there are circumstances which the notifying Party reasonably considers exceptional.

The PGC will provide the framework, processes, and procedures for the management and realization of the business benefits contemplated under this Agreement, by addressing matters related to interactions, integration and implementation efforts, issues or exceptions, and ensuring any problems are timely identified and each party is satisfying its obligations. Minutes will be taken for each meeting by a representative to be agreed upon by the applicable committee and distributed to the parties promptly thereafter.

### **1. Identifying Issues.**

To the extent that either party identifies an issue that it believes will impact the Project, such party will:

- a. Identify the issue(s) for the other party, describing such issue(s) in sufficient business and technical detail so that Project team members can understand the issue(s);
- b. Identify potential impacts and risks that it believes are associated with each issue, including impacts and risks relating to the Project plan or requirements in connection with the Project, as applicable; and
- c. Recommend options and resolutions regarding each issue and summarize the advantages, disadvantages, and limitations it believes exist relating to the proposed options and resolutions.

### **2. Logging and Tracking Issues.**

The Parties will create a mutually acceptable mechanism for logging and tracking issues arising in connection with the Project that does the following:

- a. Tracks issue identification dates, anticipated resolution dates, and actual resolution dates;
- b. Tracks the current status of issues (e.g., new, updated, closed);
- c. Records the final resolution of issues, as mutually agreed by the parties; and
- d. Provides issue logs and summaries on a mutually agreed periodic basis.

### **3. Issue Resolution.**

The parties will work collaboratively to resolve issues as expeditiously as possible.

County acknowledges and agrees that Contractor's performance and delivery is dependent on SMCHS's timely and effective satisfaction of County's responsibilities under this Exhibit, including the testing of the System and/or identification of issues or defects, and timely decisions and approvals of County in connection with the services. Contractor shall be entitled to rely on the decisions and approvals of County and County's accurate, timely and comprehensive performance of its obligations.

**Exhibit B**  
**Payments and Rates**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. **Implementation Fees**– The fixed fee costs for all implementation services, including all travel, lodging, and related expenses, based on the Statement of Work in Exhibit A is \$800,000.00, to be invoiced as follows:

Payment Schedule:

Smart Referral Payment Schedule				
<b>Milestone 1</b>	Completion of Discovery Product	\$266,667.00		Acceptance Criteria
<b>Payment 1</b>	Agreement Effective Date		\$176,000.00	
<b>Payment 2</b>	Invoiced 2 months from Agreement Effective Date upon written approval by County of completion of Phase 1 Discovery Product		\$90,667.00	If not approved County may terminate and receive credit for payment 1 or allow Contractor additional time to complete and County to provide written approval
<b>Milestone 2</b>	Completion of Beta Site Implementation	\$266,667.00		
<b>Payment 1</b>	Invoiced 8 months from completion of Milestone 1 upon written Acceptance by County		\$176,000.00	If not Accepted County may receive a credit for Milestone 1 payments or terminate or allow Contractor additional time to complete and County to provide written approval
<b>Payment 2</b>	Written agreement by County that all Beta Sites are Live		\$90,667.00	Code is functioning per requirements.
<b>Milestone 3</b>	Completion of Enterprise Wide Implementation	\$266,666.00		
<b>Payment 1</b>	8 months from completion of Milestone 2 upon written Acceptance by County		\$133,333.00	If not Accepted County may receive a credit for Milestone 1 and 2 payments or terminate or allow Contractor additional time to complete and County to provide written approval
<b>Payment 2</b>	Written approval of Final Completion by County (all Sites are live and training is complete)		\$133,333.00	\$20,000 per month starting 30 days after Acceptance
<b>Total Implementation Cost</b>		<b>\$800,000.00</b>	<b>\$800,000.00</b>	

2. **License Fees** – The license fees are payable as follows:
  - a) Go live of 2 Beta locations in Phase III: \$2,500/month/Beta location in production, beginning on the first day of the calendar month after the Beta site goes live.
  - b) For the remaining sites going live in Phase VI: \$2,500/month/site, beginning on the first day of the calendar month after the site goes live.
  - c) Notwithstanding the foregoing, the license fees for the Phase VI sites will begin 90 days after Acceptance of the Service in Phase VI (even if sites are not in production); provided that, if Contractor caused the delay identified by County in accordance with the Project Governance Guidelines (set forth in Exhibit A), the initial due date of such license fees will be extended to the extent of the delay caused by Contractor.

- d) License fees will be capped at \$300,000 annually for a maximum of 13 sites (including Beta). Any sites beyond 13 will incur an additional \$2,500/month/site licensing fee.
3. **Additional Services** – County may request in writing that Contractor perform additional services under the Agreement at the hourly rate of \$175.00. This rate will expire two years after the Effective Date.
- a) **Diagnosis-Specific Specialty Routing** -- Contractor, in partnership with County, shall investigate the ability to provide additional workflow and logic within the referral request process to identify and recommend the appropriate specialty once a Referring Clinician enters a given diagnosis and answers the assessment questions associated with the entered diagnosis. This investigation will begin provided County has developed these clinical assessment and specialty mapping protocols as inputs into the design of this capability. Contractor will set up a meeting to discuss the scope and price of the endeavor and to determine whether or not County chooses to move forward. This functionality will be provided at no charge provided Contractor chooses to include it within its core product platform. In the event Contractor does not consider this as part of the core offering for Contractor, and deems it feasible to complete this custom development effort, Contractor will provide a 50% discount on all development related to this expanded scope. County shall have final determination on whether to implement based on Contractor provided Statement of Work and Cost Proposal.
- b) **Transition to enterprise-wide eHR** -- Contractor will work with County to build an integration approach and implementation plan and will support the integration efforts between the eHR and Contractor to ensure the best clinician experience. Contractor will support these efforts at a 25% discount off of the hourly rate of \$175. Contractor will cap the cost for this effort at \$75,000. Work must be pre-authorized with mutually agreed upon acceptance criteria and terms.
4. **Change Order Process** – Should the County request in writing a change in scope to the Statement of Work, Contractor shall review the request and provide the County with the costs, if any, for the change of scope. Upon SMCHS written approval, Contractor shall perform such services and invoice the County for any additional charges as agreed to in the Change of Scope request.
5. **Invoices** – All invoices will be approved by the Director of Medical Information Technologies or their designee and paid within 30 days of receipt of the invoice. Each invoice will include the following:
- Date of invoice
  - Reference dates for hours billed (if applicable)
  - Agreement Number (Reso number once approved by the Board)
  - Number of hours billed (if applicable)
  - Description of work being invoiced
  - For Contingency hours, pre-authorization attached to invoice
  - Attached signed off and approved implementation
  - Service Level Agreement Documentation
    - All tickets open during the invoice period
    - Date/Time open
    - Date/Time resolved



- Resolution Time
- Total amount of invoice

All invoices must be emailed to the following email address: [SMMC-Accounts-Payable@smcgov.org](mailto:SMMC-Accounts-Payable@smcgov.org). Processing time may be delayed if invoices are not submitted electronically.

Contractor is not entitled to payment for work not performed as required by this Agreement.

## Exhibit C Service Level Agreement

### 1. Overview

Contractor is committed to providing exceptional service for the Platform. All consumer facing infrastructure is fully redundant (including networking hardware, web servers, and databases) and is hosted via tier 1 cloud infrastructure providers. As part of Contractor's commitment, Contractor will make our uptime record public at <http://status.aristamd.com>.

### 2. 99.7% Application Uptime

Contractor will use commercially reasonable efforts to make our services available with a Monthly Uptime Percentage (Uptime) defined below of at least 99.7% during any given calendar month, excluding scheduled maintenance. Site uptime includes functioning of all network infrastructure, services and software. All services are load balanced across at least two physical servers (excluding certain database functionality). Downtime exists when a customer is unable to transmit and receive data and is measured from the time the incident is reported.

“Uptime” calculated using the following formula; where *ND* is the number of days in the month, and *DTM* is the number of minutes of measured down time during the month.

$$UT = 1 - DTM / (1440 * ND)$$

### 3. Response time

Contractor will use commercially reasonable efforts to maintain a Page Response Time of 3.0 seconds or less in the domestic United States, on average, as measured over a one (1) month period as reported by external backbone monitors. “Page Response Time” means the period of time beginning when an End User initiates a URL request to Company's server(s) and ending the time the first byte of the URL requested by the End User is sent to the End User's computer.

### 4. Scheduled Maintenance

Contractor performs regular server maintenance to install security patches, performs upgrades and modifications, reboot systems and test fail-over capability. Brief disruptions to services may occur due to these maintenance procedures though every effort is made to prevent any outage. Contractor shall make every effort to limit scheduled maintenance disruptions to 0.1% of up-time and to hours between 10PM and 4AM Pacific Time Zone; however emergency scheduled maintenance may occur at any time if it is deemed critical to security or business continuity by Contractor.

Contractor shall provide written notification to the Director of Medical Information Technologies or their designee of any and all scheduled service interruptions due to regular server maintenance, security patch installations, upgrades, modifications, reboots and test fail-over capability.

### 5. Site Monitoring

Contractor performs 24/7/365 monitoring of all hardware and services. Samples are taken at five minute intervals to ensure early notification of service disruptions at all hours.

### 6. Data Access

Contractor grants County rights to extract County data from Contractor systems into other County data stores and further agrees to provide County with data schemas to facilitate extraction of data.

### 7. Business Continuity

Contractor defines three levels of severity in the handling and escalation of issues.

Severity 1: Non-process impacting users and workflows for which a work around is available

Severity 2: Process impacting users and workflows for which a work around is available and accepted by County in writing

Severity 3: Process impacting users and workflows for which a work around is not available

Contractor commits to the following response times for each problem reported:

Severity Level	Initial Response Time (hours)	Update Interval (hours)	Target Resolution Time (hours)
1	2	2	24
2	2	2	12
3	1	1	8

In any given month in which 3 Severity Level 3 issues are not fully resolved within the Target Resolution Time or mitigated to a severity 2 and then fully resolved within 12 hours of mitigation, Contractor agrees to apply a one-time credit equal to 5% of one-month's license fees for the affected site(s).

As described our infrastructure is fully redundant including our databases. We perform real-time streaming replication to a warm stand by which may be used in the event of a routine failure (failures isolated to a single physical machine such as a disk or other hardware failure). The process of restoring the system to a working state takes time defined as the Recovery Time Objective (RTO) and restores to a point in time in the past defined as the Recovery Point Objective (RPO). For such routine failures as described above the:

- Recovery Time Objective is 30 minutes
- Recovery Point Objective is zero minutes (no data loss)

In the event of a systemic issue that impacts the entire application cluster (such as a natural disaster, or datacenter outage), Contractor may need to restore the system to a previous state. In such an event, Contractor uses backups taken while the system was in a working state. During such events the:

- Recovery Time Objective is 12 hours
- Recovery Point Objective is 2 hours

If Contractor fails to meet the RTO and RPO above Contractor agrees to apply a one-time credit equal to 5% of one-month's license fees for the affected site(s).

## 8. Exclusions

This SLA covers outages affected by areas considered to be under the control of Contractor.

This SLA does not apply to service outages caused by or associated with:

- a) Circumstances beyond the reasonable control of Contractor including the delay or interruption in third party services or software.
- b) Emergency maintenance to hardware or software as deemed necessary by the County.
- c) Failure of third party circuits to the Contractor network.
- d) Outages resulting from any act or omission by the SMCHS or its agents.

- e) Domain Name Service (DNS) issues outside the direct control of Contractor including Denial of Service attacks, DNS propagation or any delays in the registration or transfer of a domain name due to registrar issues.
- f) Outages elsewhere on the Internet that hinder access to the hosted website.

## 9. Change Management

Contractor focus is optimizing specialty referrals. Contractor works with a broad range of clients and has deep expertise on clinical workflow. Contractor will provide suggestions and guidance throughout the engagement that optimizes adoption and efficacy of this solution. This is done primarily through Phase I of the implementation plan: the discovery & planning phase. Post-implementation, Contractor supports a standardized change management process to accommodate process and workflow redesign requests as needed. Minor changes can be accommodated through the regular change management process. Larger-scale redesign efforts would constitute a separate engagement. The Director of Medical Information Technologies or their designee must authorize all requests in writing.

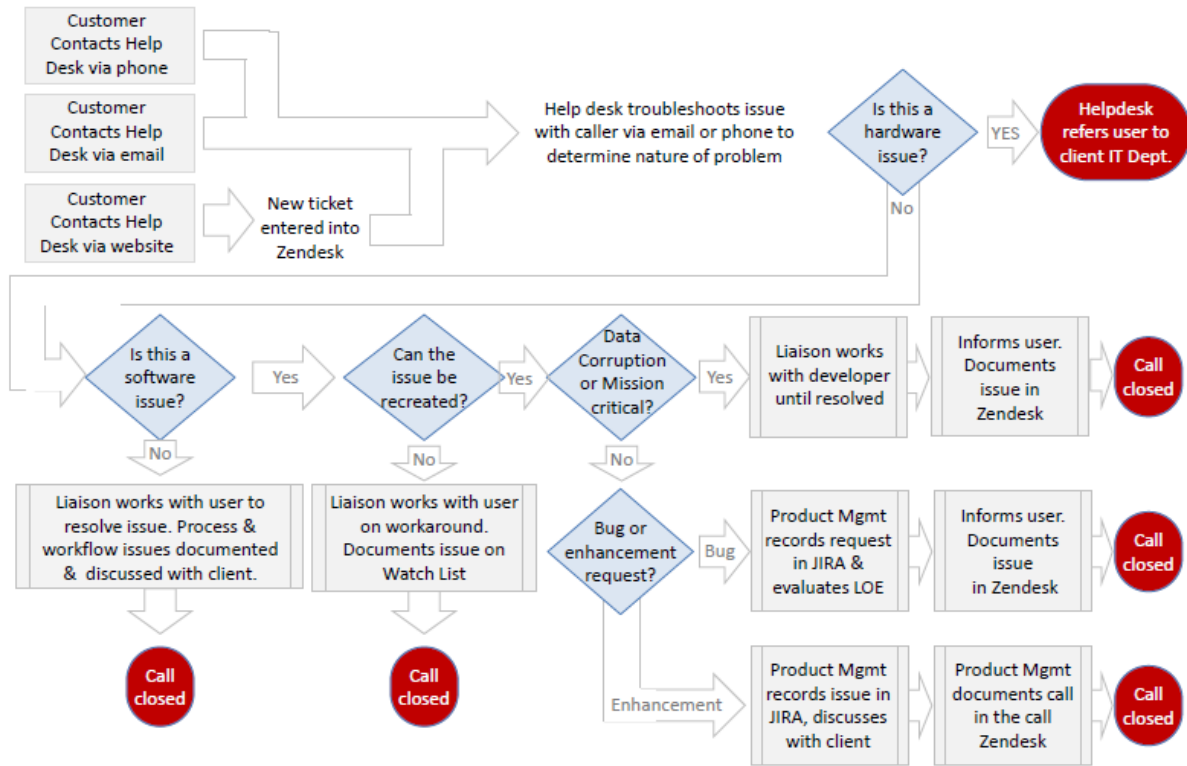
The regular change management process includes:

- a) County raises an issue within the experience/service or requests a change by asking the Contractor's Success Manager.
- b) Contractor investigates ways to solve the issue, including different workflows, as well as levels of effort for each option.
- c) Cost estimates are developed and presented for discussion.
- d) Contractor and County discuss each option and decide on the optimal approach.
- e) Contractor provides an official change order with cost and release timing for review and approval.
- f) Once signed by County, the change order is added to the Contractor's development pipeline.

## 10. Ongoing clinical user support services

- a) County application support analysts shall have access to a live chat with Contractor application and service support agents between 8am-6pm PST.
- b) For after-hours support, County application support analysts can use that same access to leave an email message that will be answered next business day.
- c) County site and organization leaders will receive a direct phone line to Contractor product and support for urgent and/or impactful issues.
- d) Escalation Process

# Customer Support Escalation Process



**Exhibit D**  
**Platform Usage Agreement**

**1. Scope of Use**

County's use of the Platform shall be limited to County personnel, Referring Clinicians, and Specialists in connection with County's specialty treatment of its patients.

**2. Registration**

County will provide Contractor with information and other assistance as necessary to enable Contractor to authenticate each Clinician (each, a "**Registered Referring Clinician**" and **Specialist**) and other user of the Services (collectively, "**Registered Users**"). Registered Users will be authenticated either with credentials provided by Contractor or through the use of a County maintained user directory against which Contractor may validate Registered User credentials. County will ensure that the credentials assigned to each Registered User will be used only by such Registered User.

County is responsible for maintaining the confidentiality all credentials assigned to Registered Users, and is solely responsible for all activities that occur under such accounts.

County agrees (a) not to allow a third party to use assigned credentials at any time, including without limitation, to access communications with users' or patient information, (b) to keep all information regarding its Registered Users up to date, and (c) to notify Contractor promptly of any actual or suspected unauthorized use of assigned credentials.

Contractor reserves the right to change or update the credentials of Registered Users not managed in an external directory at Contractor's sole discretion from time to time.

Contractor also reserves the right to terminate access of any Registered User that Contractor reasonably determines may have been used by an unauthorized third party.

**3. Use**

Upon completing the registration process, Contractor will make the Platform available to County and its Registered Users. Registered Referring Clinicians can use the Platform for online communications to consult with Specialists to assist in the treatment of their patients. Registered Referring Clinicians will be able to submit requests for consultations with the Specialists using the Platform's e-consult submission process. Contractor shall maintain the Platform to enable prompt communications between Registered Referring Clinicians and Specialists to facilitate the Referring Clinician's treatment of patients, and the Referring Clinicians shall follow the e-consult flow steps, all as further described in the Contractor E-Consult Flow set forth in Schedule 1. Contractor hereby grants to County and its Registered Users a non-exclusive and non-transferable license and right to use the Platform and underlying software and documentation related thereto (collectively, the "**System**") in accordance with the terms of this Exhibit A and the Agreement. The System and all intellectual property rights therein are the exclusive property of Contractor and/or its suppliers; County acquires no rights therein except as expressly provided herein, and Contractor expressly reserves all other rights therein. Without limiting the scope of the foregoing, any customizations to, extensions of, or derivative works of, the guidelines incorporated into the System shall be the sole property of Contractor or its suppliers. Any new guidelines that are wholly original work product of County (and that do not fall, in whole or in part, under the preceding sentence) shall be owned by the County. County acknowledges and agrees that the Services provided hereunder by Contractor are purely administrative in nature and that Contractor does not provide medical advice or make clinical, medical or other professional decisions. County is solely responsible for the conduct and content of its Registered Referring Clinicians consultations with Specialists, and Contractor shall not control, direct, influence, or otherwise interfere with the Referring Clinician's professional judgment.

County agrees not to: (a) permit any other party to access and/or use the System; (b) rent, lease, loan, or sell access to the System to any third party; (c) interfere with, disrupt, alter, translate, or

modify the System or any part thereof, or create an undue burden on the System or the networks or services connected to the System, including without limitation, any external websites that are linked to via the System; (d) reverse engineer or access the System to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics of the System, or (iii) copy any ideas, features, functions or graphics of the System; (e) without Contractor's express written permission, introduce software or automated agents or scripts to the System so as to produce multiple accounts, generate automated replies, or to strip or mine data from the System; (f) perform or publish any performance or benchmark tests or analyses relating to the System or the use thereof; (g) cover or obscure any page or part of the System via HTML/CSS, scripting, or any other means; or (h) alter, obscure or remove any proprietary notices of Contractor or its suppliers on the System or any other System component. Except as expressly set forth herein, no express or implied license or right of any kind is granted to County regarding the System or any part thereof.

Contractor shall provide County with access to certain non-public areas of the Platform, including certain designated areas for Referring Clinicians. Access to such non-public areas of the Platform shall be available to each Registered User after creating an account and password on the Platform, and completing the Referring Clinician registration process.

**4. Specialists**

Specialists will be provided by County. Contractor shall make profiles for the Specialists ("**Profiles**") available on the Platform, which shall describe each Panelist's professional experience and credentials, based on the information provided by the Panelist.

**5. Assessment Data**

County acknowledges that Contractor collects information and data on Referring Clinicians from the Specialists and data on how the Platform is used and reserves the right to (a) use such information to improve the Platform and its Service, and (b) disclose to and share such information and data with Specialists, as well as other third parties, in an anonymous (as to source) and aggregated form in its discretion.

**6. Disclaimer**

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, THE SERVICES HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE". CONTRACTOR DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATION THAT ANY SERVICE PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF PHYSICIAN OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN OR IN ANY AMENDMENT HERETO OR THE REQUIREMENTS OF ANY CLINICIAN OR THAT THE SYSTEM WILL BE UNINTERRUPTED, ERROR-FREE, OR ACHIEVE ANY PARTICULAR RESULT OR THAT ALL ERRORS CAN BE CORRECTED. OTHER THAN FOR THE EXPRESS WARRANTIES MADE IN THE AGREEMENT AND HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR MAKES NO WARRANTIES IN CONNECTION WITH THE SERVICES OR PLATFORM, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR LOSS OF DATA, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. THE SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER COMMUNICATIONS PROBLEMS INHERENT IN THE USE OF THE INTERNET, AND CONTRACTOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. IN ADDITION, CONTRACTOR DISCLAIMS ALL LIABILITY OF ANY KIND WITH RESPECT TO CONTRACTOR'S SUPPLIERS. THIS PROVISION SHALL APPLY EVEN IF ANY EXPRESS WARRANTY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

## EXHIBIT E

### CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

The person/entity listed below (the "Undersigned") recognizes and is fully dedicated to advancing SMMC's commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

The Undersigned will comply with all Federal, State or other governmental health care program requirements.

The Undersigned, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal health care cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

The Undersigned will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements within fifteen (15) days of discovery of the violation.

The Undersigned has the right to use the SMMC Disclosure Program by calling the Compliance Hotline at (800) 965-9775 or reporting incidents directly to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

The Undersigned understands that non-compliance with Federal and State health care program requirements, and failing to report any such violations, could result in termination of the Agreement and/or any other penalties as permitted by law.

The Undersigned is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

The Undersigned will not offer, give or accept any "kickback," bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). The Undersigned will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

The Undersigned will not engage in any financial, business, or other activity which may interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources.



The Undersigned will cooperate fully and honestly in the event that SMMC and/or County is audited by an outside agency including, but not limited to, compliance audits regarding enforcement of Federal and State regulations, any applicable accreditation standards,, and/or SMMC system-wide policies.

***TO REPORT VIOLATIONS,  
CALL THE COMPLIANCE HOT LINE: (800) 965-9775***

The Undersigned hereby certifies by signing below that an authorized representative has received this Code of Conduct, understands it, has authority to commit the Undersigned to this Code of Conduct, and hereby commits the Undersigned to comply with this Code of Conduct.

## Attachment H

### Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

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#### DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set

forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
  2. Identity of the unauthorized person or to whom impermissible disclosure was made;
  3. Whether PHI was actually viewed or only the opportunity to do so existed;
  4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

#### **OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures

of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

### **PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE**

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

### **OBLIGATIONS OF COUNTY**

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

### **PERMISSIBLE REQUESTS BY COUNTY**

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

### **DUTIES UPON TERMINATION OF AGREEMENT**

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health

Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection Health Information.

### **MISCELLANEOUS**

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

# ATTACHMENT I

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

The undersigned (hereinafter called "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.

Name of 504 Person: Rebecca Cofinas

Name of Contractor(s): AristaMD, Inc.

Street Address or P.O. Box: 11099 N Torrey Pines Road Suite 290

City, State, Zip Code: La Jolla, CA 92037

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

Signature: Rebecca Cofinas  
Rebecca Cofinas (Oct 7, 2016)

Title of Authorized Official: President and CEO

Date: Oct 7, 2016

\*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**  
Inter-Departmental Correspondence  
Health System



**Date:** September 27, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Louise Rogers, Chief, Health System  
Chester J. Kunnappilly, MD, Chief Executive Officer, San Mateo Medical Center

**Subject:** Agreement with Total Renal Care, Inc. to Provide Acute Inpatient Dialysis Services

**RECOMMENDATION:**

Adopt a resolution authorizing an agreement with Total Renal Care, Inc. to provide acute inpatient dialysis services, for the term December 1, 2016 through November 30, 2021, in an amount not to exceed \$4,500,000.

**BACKGROUND:**

San Mateo County is responsible for providing medical care to its medically indigent adult population, including acute inpatient dialysis treatment at San Mateo Medical Center (SMMC). Because of the costs associated with necessary equipment and the need for specialized staffing, it is more economical to contract for this service with a third-party vendor than to perform the services at SMMC. Total Renal Care, Inc. (TRC) has been providing SMMC with high quality dialysis care since 1999.

**DISCUSSION:**

In August 2016, SMMC completed a Request for Proposals for acute care dialysis services. TRC was selected because of the range of services they provide and their demonstrated program competency. In addition, TRC offers acute dialysis services (including equipment, supplies, appropriate personnel, and in-service training), adequate capacity for staffing, and other key elements required to meet SMMC's renal care service needs.

The resolution contains the County's standard provisions allowing amendment of the County fiscal obligations by a maximum of \$25,000 (in aggregate).

The County's Contract Compliance Committee has approved a waiver request for a five-year term.

The agreement and resolution have been reviewed and approved by County Counsel as to form.

This agreement contributes to the Shared Vision 2025 of a Healthy Community by providing inpatient dialysis services at SMMC for its patients. It is anticipated that the quarterly list of clinical quality indicators will be at 95% or greater.

**PERFORMANCE MEASURE:**

<b>Measure</b>	<b>FY 2015-16 Actual</b>	<b>FY 2016-17 Projected</b>
Quarterly list of clinical quality indicators for services provided will be at 95% or greater	95%	95%

**FISCAL IMPACT:**

The term of the agreement is December 1, 2016 through November 30, 2021. The amount of the agreement is not to exceed \$4,500,000. Funds in the amount of \$525,000 are included in the SMMC FY 2016-17 Adopted Budget. Funds in the amount of \$900,000 will be included in the SMMC FY 2017-18 Recommended Budget. Similar arrangements will be made in future years.

Compared to the previous agreement, the payment provisions of this agreement reflect a 55% overall increase in the services provided, due in part to the lack of qualified alternative vendors as a result of consolidation in this market.

Expenses at SMMC are covered by fees for services or third-party payors whenever possible. The portion of expenses for services provided to the medical indigent or to those covered by programs that do not fully meet the costs of care are covered by the County General Fund contribution to SMMC, and are within the existing annual appropriation.

# Request for Proposals – Matrix

<b>1</b>	Where was the RFP advertised?	San Mateo Medical Center Website San Mateo County Procurement Website Public Purchase Website
<b>2</b>	In addition to any advertisement, list others to whom the RFP announcement was sent:	Artificial Kidney Services Davita Healthcare Satellite Healthcare, Inc. Total Renal Care
<b>3</b>	State the total number of RFP's sent to prospective proposers:	4
<b>4</b>	How many proposals did you receive?	1
<b>5</b>	List in alphabetical order the names of the proposers and the location:	Total Renal Care, Inc., Sacramento CA

**RESOLUTION NO. .**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING AN AGREEMENT WITH TOTAL RENAL CARE, INC.  
TO PROVIDE ACUTE INPATIENT DIALYSIS SERVICES, FOR THE TERM  
DECEMBER 1, 2016 THROUGH NOVEMBER 30, 2021, IN AN AMOUNT NOT TO  
EXCEED \$4,500,000**

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

**WHEREAS**, San Mateo Medical Center (SMMC) has an ongoing need to provide its patients with acute inpatient dialysis services to remove wastes and excess fluid from their blood; and

**WHEREAS**, in August 2016, SMMC completed a Request for Proposal for acute care dialysis, continuous ambulatory peritoneal dialysis, and clinical apheresis services; and

**WHEREAS**, Total Renal Care, Inc. was selected due to their price, quality, and ability to cater positive patient experience through their services; and

**WHEREAS**, both parties wish to enter an agreement for the term December 1, 2016 through November 30, 2021 in an amount not to exceed \$4,500,000; and

**WHEREAS**, this Board has been presented with a form of such agreement, 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.

**BE IT FURTHER RESOLVED** that the Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

\* \* \* \* \*

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

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TOTAL RENAL CARE, INC.**

This Agreement is entered into as of the date of last signature, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Total Renal Care, Inc., a subsidiary of DaVita Inc. ("DaVita"), hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing acute inpatient dialysis services.

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

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit D - DaVita's Corporate Integrity Agreement Requirements
- Exhibit E—Corporate Compliance SMMC Code of Conduct
- Attachment H—HIPAA Business Associate Requirements
- Attachment I—§ 504 Compliance

**2. Services to be performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$4,500,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement. In the event County's need for services is likely to exceed FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$4,500,000), County shall notify Contractor at least fourteen (14) days in advance of the time at which such need for services in excess of FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$4,500,000) occurs. If the County fails to increase funding under this Agreement for any services ordered in excess of FOUR MILLION FIVE HUNDRED THOUSAND

DOLLARS (\$4,500,000), Contractor may immediately terminate this Agreement. The fee schedule set forth in Exhibit B shall be increased annually during the term of the Agreement on December 1 by two percent (2%), as described therein. All invoices must be approved by the Deputy Director of Inpatient Services or their designee and paid within 30 days of receipt of the invoice. Invoices must be sent to: [SMMC-Accounts-Payable@smcgov.org](mailto:SMMC-Accounts-Payable@smcgov.org). Processing time may be delayed if invoices are not submitted electronically.

#### **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 1, 2016 through November 30, 2021.

#### **5. Termination**

This Agreement may be terminated by Contractor or by the Chief of the Health System or his/her designee at any time without a requirement of good cause upon ninety (90) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

Either party may terminate this Agreement for cause. Cause shall be a material breach of this Agreement that has not been reasonably remedied per the process described herein. In order to terminate for cause, the non-breaching party must first give the breaching party written notice of the alleged breach, which notice shall state the general nature of the breach. The party allegedly in default shall have thirty (30) days after receipt of such notice to respond to and attempt to cure the alleged breach. If the alleged breach is of the kind that cannot be cured within thirty (30) days, then the party allegedly in breach will have an additional thirty (30) days in which to remedy the breach as long as such party is acting in good faith and using diligent efforts to remedy the breach throughout the cure period. If the breaching party fails to reasonably cure the breach within this period, the non-breaching party may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

Notwithstanding the foregoing, County shall have the right to terminate this Agreement with cause after giving written notice to Contractor in the event County determines that Contractor does not have the proper credentials, experience or skills to perform the required services under this Agreement; or in the event that continuation by Contractor in the provision of services may result in (i) civil, criminal, or monetary penalties against County; (ii) in the breach of any federal or state law or regulatory rule or regulation or condition of accreditation or certification, or (iii) the loss or threatened loss of County's ability to participate in any federal or state health care program, including Medicare or Medi-Cal.

#### **6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as “contract materials”) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Each party shall indemnify and save harmless the other and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following, and which result from the negligent, reckless or willful acts or omissions of the indemnifying party and/or their officers, employees, agents and servants, provided that this shall not apply to injuries or damages which the indemnified party has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct:

(A) injuries to or death of any person;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from the indemnifying party's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, to the extent not caused by the indemnified party.

The duty of both parties to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved



by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 County of any cancellation of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Commercial General Liability...	\$1,000,000
(b) Motor Vehicle Liability Insurance...	\$1,000,000
(c) Professional Liability.....	\$1,000,000

With the exception of Contractor's Workers' Compensation and Professional Liability insurance, 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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

**11. Compliance With Laws**

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, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal

Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. 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. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

The parties agree that, pursuant to Section 70713 of Title 22 of the California Code of Regulations ("Title 22"), San Mateo Medical Center retains all professional and administrative responsibility for services rendered under this Agreement to the extent that such services are subject to Title 22 and are rendered by a "qualified professional person" as used in Section 70713, and the parties further agree in that instance that this Agreement is otherwise subject to any applicable requirements of Title 22.

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

**12. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. 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 upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time

employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

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

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be

venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

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

In the case of County, to:

Name/Title: San Mateo Medical Center  
Attn: Accounts Payable  
Address: 222 W 39<sup>th</sup> Ave  
San Mateo, CA 94403  
Email: [SMMC-Accounts-Payable@smcgov.org](mailto:SMMC-Accounts-Payable@smcgov.org)

In the case of Contractor, to:

Name/Title: DaVita Inc.  
Attn: Hospital Services Group Paralegal  
Address: 5200 Virginia Way  
Brentwood, TN 37027

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

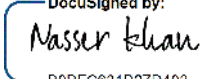
**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Total Renal Care, Inc.

 B0BFC631B27D403... Contractor Signature	<u>October 27, 2016</u> Date	<u>Nasser Khan</u> Contractor Name (please print)
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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**Exhibit A**

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

**Dialysis Services and Continuous Ambulatory Peritoneal Dialysis Services**

**A. General Contractor Responsibilities**

1. **Staffing Coordination.** Contractor, utilizing an Acute Service Coordinator, will schedule its own staff to provide dialysis services upon receipt of an order (“Order”) of a nephrologist or physician who has been authorized by County to make such orders. County shall provide Contractor with a list of nephrologists or physicians authorized and qualified to order services (the “Physicians”), which list SMMC shall update from time to time.
2. **Staff Qualifications/ Responsibilities.** All of Contractor’s acute staff servicing SMMC will be Registered Nurses with a minimum of one (1) year of acute inpatient dialysis experience. Both parties shall cause their employees to comply with the terms and conditions of this Agreement.

Contractor shall provide information and documentation regarding the licensure, certification, and experience of each of its staff members. Provided such information does not constitute a Public Record under applicable law, County will guarantee the confidentiality of such information in compliance with the Fair Credit Reporting Act Title VII, the Americans with Disabilities Act, the California Fair Employment and Housing Act, and all other applicable state and federal laws, rules, and regulation, including those governing the maintenance and destruction of such information. County shall treat these records as though they were the records of their own employees.

3. **Acute Nursing Care.** In collaboration with the assigned primary nurse at SMMC, Contractor’s acute dialysis nursing service shall be responsible for:
  - a. Set-up and take down of the dialysis equipment.
  - b. Patient care including:
    - (1) Dialysis initiation;
    - (2) Monitoring of vital signs;
    - (3) Implementation of nephrologists’ dialysis orders;
    - (4) Drawing and labeling lab work related to the provision of dialysis;
    - (5) Administering antibiotics and/or other medication via dialysis lines when necessary; and
    - (6) Reporting post-dialysis status to floor nurse and nephrologist, including:
      - (a) Weight loss;

- (b) Volume replacement used;
- (c) Pre- and post-dialysis patient vital signs; and
- (d) Any unusual occurrences.

4. Hours of Operation

- a. Standard operating hours: Monday through Friday, excluding Weekends and Holidays.
- b. Contractor will respond to requests to provide treatments on an on-call basis after standard operating hours as well as on Sundays and Holidays. Contractor shall respond to STAT or emergency calls within four (4) hours of receiving the request.
- c. Holidays are defined as follows:
  - New Year's Day
  - Martin Luther King Day
  - Presidents Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving
  - Christmas Day

5. Dialysis Equipment and Water Treatment

- a. Contractor will provide and maintain (including parts and labor) two (2) delivery systems with bicarbonate and sodium control. Vendor will perform both routine and emergency maintenance to meet or exceed industry and manufacturer's standards.
- b. All equipment provided by Contractor that is utilized in providing Covered Services hereunder will be maintained by Contractor to meet requirements of applicable regulations and industry and manufacturers' standards. Contractor must maintain an appropriate management plan, including a contingency plan to assure the continued operation of all equipment and systems to be provided by Contractor under this agreement and which are necessary for Contractor to provide services pursuant to this Agreement.
- c. County shall provide locked, adequate space, consistent with all applicable guidelines and regulations for Contractor's personnel to store sufficient equipment, water systems and medical supplies required to



provide services pursuant to this Agreement. County shall provide safe and adequate space, subject to the approval of the Contractor, for Contractor to perform dialysis services pursuant to this Agreement.

- d. Contractor will also supply and maintain water treatment systems as required by the above delivery systems. The systems will provide treated water consistent with A.A.M.I. standards and State chloramine standards. Contractor will test the equipment and product water monthly for bacterial contamination and annually for water quality.
5. Acute Dialysis Medical Supplies. Contractor will provide all necessary dialysis-specific supplies required for each treatment. Dialysis-specific supplies include the following: dialyzers/hemofilters, blood tubing, transducer protectors, dialysate, dialysate additives, access needles, plastic hemostats, QA test materials, and, for Contractor-owned equipment only, internal equipment cleaners and disinfectants. County shall provide all medications including saline, heparin and all other pharmaceuticals. County shall provide all other non-dialysis specific equipment and supplies necessary for patient care.
6. Additional Services
- a. Contractor will be responsible for monitoring the quality of nursing, technical and equipment support services provided to SMMC pursuant to this Agreement. The results of quarterly quality assurance audits will be made available to SMMC Nursing Administration. On a quarterly basis, equipment maintenance records and water quality reports will be provided to SMMC. Contractor will assess regulatory compliance on a bi-annual basis; such assessment will be reviewed on-site by SMMC.
  - b. Policies and Procedures. Contractor will develop policies and procedures relating to Covered Services which will meet the requirements governed by Joint Commission Standards.
  - c. All restraints, when necessary, will be utilized in accordance with County and SMMC policy and regulatory requirements and approval of SMMC.
  - d. Contractor will contribute to patient documentation on forms provided to Contractor, including patient care plans and patient tracking.
7. County retains professional and administrative responsibility for the services rendered,

**B. Intentionally omitted.**

**C. County Responsibilities.**

1. During the term of this Agreement, the County at its expense shall provide Contractor with all necessary materials and assistance for the care of dialysis patients that is not Contractor's responsibility to provide pursuant to this Agreement. Such provisions by the County shall include, without limitation, the following:

- a. In order to initiate treatment, SMMC agrees to promptly contact Contractor upon receipt of an Order and after the patient has received a functioning vascular or peritoneal access for treatment. If contact is made by telephone, County will call the dedicated phone number Contractor will give to SMMC for placing an Order. The Hospital's call to Contractor with Orders for Services is the County's authorization for Contractor to provide such services on the County's behalf.
- b. County shall ensure that necessary, appropriate and proper written informed consent specific to the services has been obtained. SMMC shall make such documents available to Contractor's staff immediately prior to the performance of the services. County and Contractor agree that the Physician(s) shall be responsible for discussing the risks and benefits of treatments involving any of the services in conjunction with obtaining the written informed consent. If questions arise from any documentation to be provided under this section, Contractor may delay the performance of the services until it obtains the required information, unless dialysis services are required on an emergency basis, in which case services will not be so delayed.
- c. Contractor's employees assume responsibility for each patient's care only as it pertains to services pursuant to this Agreement. County employees remain responsible for all other aspects of each patient's care including, but not limited to feeding, bathing, administering medications, performing ADLs and baseline assessments, and assisting the Contractor's staff in achieving hemodynamic stability in the event the patient becomes unstable during the treatment.
- d. County represents that it has an appropriate management plan, including a contingency plan, to assure that it will be able to provide water, electricity and other consumables, as well as laboratory and other services to be provided by County in accordance with this Agreement and which are necessary for Contractor to continue to provide services pursuant to this Agreement.
- e. SMMC shall provide adequate and sufficient water and electricity needed to perform the services required by this Agreement in accordance with Contractor's standards.
- f. SMMC to provide telephone usage located in the space provided for Contractor's use for the provision of services required by this Agreement.
- g. SMMC to provide blood banking, laboratory, and x-ray services as required for patient care both on an emergent and non-emergent basis.
- h. Free parking within close proximity to SMMC facility.
- i. Drugs and other pharmaceutical items required for performance of Covered Services, including all medications and replacement solutions, saline, heparin, peripheral fluids and plasma.

- j. Emergency support services including emergency facility personnel, equipment and supplies.
- k. Non-dialysis-specific supplies, defined to mean all necessary or appropriate supplies for patient care other than the following supplies which will be provided by Contractor: dialyzers/hemofilters, blood tubing, transducer protectors, commercially available dialysate, dialysate additives, vascular access needles, plastic hemostats, QA test materials, and, for Contractor-owned equipment only, internal equipment cleaners and disinfectants.
- l. All necessary non dialysis-specific medical record charting forms.
- m. Environmental services and waste removal including, without limitation, medical and hazardous waste removal.
- n. All patient transport.
- o. Access to, or copies of, patient medical records where relevant for the provision of services pursuant to this Agreement.
- p. All equipment and supplies necessary for Contractor to comply with all County policies and procedures with respect to the treatment of patients with communicable diseases and/or infections in conjunction with the provision of services covered by this Agreement.
- q. Orientation to all Contractor staff providing Covered Services with respect to County policies and procedures applicable to the provision of Covered Services by Contractor (e.g., fire safety, evacuation procedure, hazardous materials, communication, safety, etc.).
- r. Equipment and supplies necessary to perform temporary vascular access.

**D. Miscellaneous**

1. Excluded Provider.

County hereby represents and warrants that County is not and at no time has been excluded from participation in any federally funded health care program, including but not limited to Medicare and Medicaid. County hereby agrees to notify Contractor immediately after County becomes actually aware of any threatened, proposed, or actual exclusion of County from any federally funded health care program, including but not limited to Medicare and Medicaid.

Contractor hereby represents and warrants that Contractor is not and at no time has been excluded from participation in any federally funded health care program, including but not limited to Medicare and Medicaid. Contractor hereby agrees to notify County immediately after Contractor becomes actually aware of any threatened, proposed, or actual exclusion of Contractor from any federally funded health care program, including but not limited to Medicare and Medicaid.

In the event that County is excluded from participation in any federally funded health care program during the term of this Agreement, or after the effective date of this Agreement it is determined that County is in breach of this Subsection, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. In such event, County shall indemnify and hold harmless Contractor against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, except for reasonable attorneys' fees, arising directly or indirectly, out of any violation of this Subsection by County or due to the exclusion of County from a federally funded health care program, including Medicare and Medicaid, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of Contractor, its officers, employees, or agents

In the event that Contractor is excluded from participation in any federally funded health care program during the term of this Agreement, or after the effective date of this Agreement it is determined that Contractor is in breach of this Subsection, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. In such event, Contractor shall indemnify and hold harmless County against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, except for reasonable attorneys' fees, arising directly or indirectly, out of any violation of this Subsection by Contractor or due to the exclusion of Contractor from a federally funded health care program, including Medicare and Medicaid, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of County, its officers, employees, or agents

2. Training.

With the exception of any training required above and notwithstanding anything herein seemingly to the contrary, the parties hereto hereby acknowledge that Contractor has no obligation under this Agreement to provide any training to any County staff. However, in the event that the County requests that Contractor provide any training to any County staff, and Contractor, in its sole discretion, agrees to provide such training, the County understands that Contractor makes no representations or warranties respecting the training and Contractor will not be responsible for the acts of the County's staff in the exercise of such staff's duties. In addition, the provisions of Paragraph 7 (Hold Harmless) of the attached Agreement shall apply to such training.

**Therapeutic Apheresis Services**

- A. Staffing Coordination. Contractor will provide staff scheduling for acute treatments upon direct request from the patient's physician (within the limitations and/or requirements of San Mateo Medical Center's (SMMC) nursing staff).
- B. Staff Qualifications. All of Contractor's acute staff servicing SMMC will be Registered Nurses with a minimum of one (1) year of acute inpatient therapeutic Apheresis experience. Contractor will provide all licenses and certifications as applicable.

C. Acute Nursing Care. In collaboration with the assigned primary nurse at SMMC, Contractor's acute therapeutic Apheresis nursing service shall:

- a. Set-up and take down of the therapeutic Apheresis equipment.
- b. Patient care:
  - i. Initiate therapeutic Apheresis.
  - ii. Monitor vital signs.
  - iii. Carry out and follow physician's orders for therapeutic Apheresis.
  - iv. Draw and label lab work related to the provision of therapeutic Apheresis.
  - v. Report therapeutic Apheresis status to floor nurse and ordering physician.
    - 1. Volume replacement used
    - 2. Pre and post vital signs
    - 3. Unusual occurrences

Forms for therapeutic Apheresis shall be supplied by Contractor. County shall provide all other forms.

D. Scheduling.

Contractor will respond to requests to provide treatments as needed. Scheduling will be done in advance when possible.

E. Therapeutic Apheresis Equipment.

- a. Contractor will provide and maintain parts and labor of equipment for therapeutic Apheresis. Both routine and emergency maintenance will be provided to meet or exceed industry and FDA standards.
- b. FDA Regulatory. Contractor must maintain an appropriate management plan, including a contingency plan to assure the continued operation of all equipment and systems Exhibit to be provided by Contractor in accordance with this agreement and which are necessary for Contractor to provide Covered Services.

F. Therapeutic Apheresis Medical Supplies. Contractor will provide all necessary Therapeutic Apheresis-specific supplies required for each treatment.

G. Additional Services.

- a. Quality Assurance. Contractor will be responsible to monitor the quality of nursing, technical and equipment support services provided to SMMC. The results of quarterly quality assurance audits will be made available to SMMC Nursing Administration. On a quarterly basis, equipment maintenance records and quality reports will be provided. Regulatory compliance will be assessed on a bi-annual basis and reviewed on-site.

- b. Policies and Procedures. Contractor will develop policies and procedures for provision of therapeutic Apheresis treatments that are specific to and consistent with the practice and expectations of the SMMC nursing and medical staff and will be reviewed annually by Contractor and SMMC staff.
- c. In-service Support. Contractor clinical staff will make available on-site in-service nursing education programs specific to the care of the patient receiving therapeutic Apheresis. San Mateo Medical Center staff will also be notified of Contractor's continuing education programs.
- d. Contractor will provide SMMC with non-compliance-specific staff information regarding licensure/health requirements. Contractor's staff will be oriented by County staff to Fire Safety Health/documentation requirements of SMMC and will be available for additional in-service when requested by SMMC.
- e. Contractor will contribute to patient documentation on forms provided to Contractor, patient care plan and patient tracking and will act as a member of the SMMC Health Team.
- f. San Mateo Medical Center retains professional and administrative responsibility for the services rendered, however, in no circumstance shall San Mateo Medical Center be liable for the acts or omissions of Contractor and Contractor is bound in full by the indemnification/hold harmless language of its Agreement with SMMC.

**Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

The following fees include services provided to non-admitted persons who are kept at SMMC for observational purposes for a period of less than twenty-four (24) hours without being admitted at that time. The following fees will increase 2% annually on each anniversary date through the term of the Agreement:

**1. Hemodialysis:**

- |     |                                                                                                    |                          |
|-----|----------------------------------------------------------------------------------------------------|--------------------------|
| (a) | Hemodialysis- adult (with a direct 1:1 patient to staff ratio, up to 3.5 hours)                    | \$1,004.00 per treatment |
| (b) | Hemodialysis- adult (with a direct 2:1 patient to staff ratio up to 3.5 hours) (1)                 | \$912.00 per treatment   |
| (c) | Hemodialysis- adult (additional charge per half hour for treatments ordered longer than 3.5 hours) | \$70.00 per half hour    |

**2. Peritoneal Dialysis (PD):**

- |     |                                                                                                    |                              |
|-----|----------------------------------------------------------------------------------------------------|------------------------------|
| (a) | Continuous Ambulatory Peritoneal Dialysis – (CAPD) Therapeutic Visit / Support Service (2)         | \$659.00 per treatment visit |
| (b) | Continuous Cycling Peritoneal Dialysis – (CCPD) Therapeutic Visit / Support Service <sup>(2)</sup> | \$659.00 per treatment visit |

**3. Apheresis:**

- |     |                                                     |                         |
|-----|-----------------------------------------------------|-------------------------|
| (a) | Plasma exchange                                     | \$2,231.00 per exchange |
| (b) | Cartridge change fee (in excess of 1 per treatment) | \$ 265.00 per cartridge |

**4. Nursing Services:**

- |     |                                      |                       |
|-----|--------------------------------------|-----------------------|
| (a) | De-clotting Central Venous Catheters | \$91.24 per half hour |
| (b) | RN Consultation <sup>(3)</sup>       | \$91.24 per half hour |

**5. Miscellaneous:**

- |     |                                                          |                              |
|-----|----------------------------------------------------------|------------------------------|
| (a) | Differential: After Hours <sup>(4)</sup>                 | \$115.00 per treatment visit |
| (b) | Differential: Weekends and Holidays <sup>(5)</sup>       | \$115.00 per treatment visit |
| (c) | Cancellation HD / PD / Apheresis: (only if cost occurs). | \$368.13.00 per cancellation |
| (d) | Waiting time                                             | \$86.00 per half hour        |

- (1) Requires hospital space with a minimum of 2 beds. Treatment for one (1) patient in area with two (2) beds shall be charged the Hemodialysis 1:1 rate
- (2) Includes PD equipment dialysate and supplies, minimum of two (2) nursing visits per day required
- (3) Any service authorized by SMMC not otherwise described in Attachment A.
- (4) Differential for "After Hours" will be assessed for orders received after 4pm ending at 6am on the day of treatment is to be performed.
- (5) Observed holidays are: New Years Day, Memorial Day, Thanksgiving Day, President's Day, Independence Day, Christmas Day, Martin Luther King Day, Labor Day.



## EXHIBIT D

### DAVITA'S CORPORATE INTEGRITY AGREEMENT CODE OF CONDUCT

#### 1. CORPORATE INTEGRITY AGREEMENT REQUIREMENTS.

(a) Code of Conduct. Contractor shall provide to SMMC/County access to a copy of DaVita's Code of Conduct and relevant policies and procedures in either hard copy or electronic form, which are designed to ensure compliance with relevant Federal health care program requirements.

(b) Anti-Kickback Statute Compliance. The parties certify that: (1) neither party shall violate the Anti-Kickback Statute with respect to the performance of this Agreement; (2) the compensation provided under this Agreement has been determined in arm's-length bargaining and reflects fair market value in arm's-length transactions; (3) the compensation is not and has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated for or with respect to or between the parties for which payment may be made in whole or in part under Medicare, Medicaid, or any Federal or State health care program or under any other third party payor program.

(c) Screening Requirements. SMMC/County represents and warrants to Contractor that neither it nor any of its employees, contractors, subcontractors related to this Agreement: (1) are currently excluded from participation in any Federal health care program, as defined under 42 U.S.C. § 1320a – 7(b); (2) are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal procurement or nonprocurement programs; or (3) have been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a – 7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible. SMMC/County agrees to notify Contractor within two (2) business days of learning of any such exclusion described above.

(d) Removal Requirement. In the event of learning of such an exclusion, as described in Section (c) above, Contractor shall have the right to terminate this Agreement without further liability.

## EXHIBIT E

### CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

The person/entity listed below (the "Undersigned") recognizes and is fully dedicated to advancing SMMC's commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

The Undersigned will comply with all Federal, State or other governmental health care program requirements.

The Undersigned, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal health care cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

The Undersigned will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements within fifteen (15) days of discovery of the violation.

The Undersigned has the right to use the SMMC Disclosure Program by calling the Compliance Hotline at (800) 965-9775 or reporting incidents directly to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

The Undersigned understands that non-compliance with Federal and State health care program requirements, and failing to report any such violations, could result in termination of the Agreement and/or any other penalties as permitted by law.

The Undersigned is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

The Undersigned will not offer, give or accept any "kickback," bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). The Undersigned will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

The Undersigned will not engage in any financial, business, or other activity which may interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources.

The Undersigned will cooperate fully and honestly in the event that SMMC and/or County is audited by an outside agency including, but not limited to, compliance audits regarding enforcement of Federal and State regulations, any applicable accreditation standards,, and/or SMMC system-wide policies.

***TO REPORT VIOLATIONS,  
CALL THE COMPLIANCE HOT LINE: (800) 965-9775***

The Undersigned hereby certifies by signing below that an authorized representative has received this Code of Conduct, understands it, has authority to commit the Undersigned to this Code of Conduct, and hereby commits the Undersigned to comply with this Code of Conduct.

## Attachment H

### Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

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#### DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set

forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
  2. Identity of the unauthorized person or to whom impermissible disclosure was made;
  3. Whether PHI was actually viewed or only the opportunity to do so existed;
  4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

#### **OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with all applicable law and regulation, Covered Entity's minimum necessary policy and procedures, the express terms of the Agreement, and Business Associate's own relevant policies and procedures. Where Business Associate's own relevant policies and procedures conflict with the Covered Entity's, the parties shall work together to establish mutually-agreeable policies and procedures, so long as in no event shall such procedures conflict with any applicable law and regulation or the express terms of the Agreement.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.

- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, upon receipt of a written request of County, within fifteen (15) business days to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 upon receipt of a written request of County or an Individual, and within fifteen (15) business days.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the county at the request of the Secretary or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Upon receipt of a written request, Business Associate agrees to provide to County or an Individual within fifteen (15) business days, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within five (5) business days, or sooner if required by law, of becoming aware of such incident. As

appropriate and after consulting with County, Business Associate shall assist County in notifying affected individuals and the media of a qualifying breach.

- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

### **PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE**

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

### **OBLIGATIONS OF COUNTY**

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate in writing with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate in writing of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

### **PERMISSIBLE REQUESTS BY COUNTY**

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

### **DUTIES UPON TERMINATION OF AGREEMENT**

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of

the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection Health Information.

### **MISCELLANEOUS**

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

**Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate relating to this Business Associate Agreement.



# ATTACHMENT I

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

The undersigned (hereinafter called "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.

Name of 504 Person:

MARK DOOLIN

Name of Contractor(s):

Total Renal Care, Inc.

Street Address or P.O. Box:

1525371 ~~Bake Parkway~~ Laguna Canyon Road

City, State, Zip Code:

Irvine, CA 92618

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

Signature:

Mark Doolin

Title of Authorized Official:

Manager Affirmative Action

Date:

10/19/2016

\*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**  
Inter-Departmental Correspondence  
Health System



**Date:** October 20, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Louise Rogers, Chief, Health System  
Chester J. Kunnappilly, MD, Chief Executive Officer, San Mateo Medical Center

**Subject:** Memorandum of Understanding with the Health Plan of San Mateo to Participate in the Health Plan of San Mateo's Clinical Partnerships Program

**RECOMMENDATION:**

Adopt a resolution authorizing a Memorandum of Understanding with the Health Plan of San Mateo to accept funding to participate in the Health Plan of San Mateo's Clinical Partnerships Program, for the term October 14, 2016 through March 31, 2018, in an amount not to exceed \$191,000.

**BACKGROUND:**

The San Mateo Health Commission administers the Health Plan of San Mateo (HPSM) for all Medi-Cal eligible residents in San Mateo County. San Mateo Medical Center (SMMC) has worked together with HPSM since 1994. HPSM provides its members with a benefits program that offers a comprehensive network of providers focusing on preventive care to ensure Medi-Cal patients receive high quality, coordinated health care. All San Mateo County Medi-Cal patients are automatically enrolled in HPSM and are assigned to affiliated primary care providers.

**DISCUSSION:**

SMMC shares an interest with HPSM to develop a plan of integrated health care services, in order to provide members with the appropriate level of care. By participating in HPSM's Clinical Partnerships Program, SMMC will support the goals of the program, including the development of common expectations for primary care service, the creation of a comprehensive, effective, and efficient care coordination model, and the exploration of new payment models. The models, systems, and standards developed jointly by HPSM and SMMC, along with other program participants, will subsequently serve to drive best practices in primary care throughout the County. This Memorandum of Understanding (MOU) is coming to your Board late due to protracted negotiations.

The resolution contains the County's standard provisions allowing amendment of the County fiscal obligations by a maximum of \$25,000 (in aggregate).

The MOU and resolution have been reviewed and approved by County Counsel as to form.

This MOU contributes to the Shared Vision 2025 of a Healthy community by facilitating the implementation of the patient centered medical home model within SMMC's ambulatory care clinics, and utilizing best practices shared within the HPSM network. It is anticipated that the development of this care delivery model will reduce the number of patients waiting for a primary care appointment from approximately 470 patients to 0 patients.

**PERFORMANCE MEASURE:**

<b>Measure</b>	<b>FY 2016-17 Actual</b>	<b>FY 2017-18 Projected</b>
Number of patients waiting for a primary care appointment	approximately 470 patients	0 patients

\*New Measure

**FISCAL IMPACT:**

The term of the MOU is October 14, 2016 through March 31, 2018. The amount of the MOU is not to exceed \$191,000 for the eighteen-month term. SMMC will receive funds in the amount of \$95,500 that will be included in the SMMC FY 2016-17 Adopted Budget. SMMC will receive funds in the amount of \$95,500 that will be included in the SMMC FY 2017-18 Recommended Budget.

Since SMMC will be receiving funds to support this program, there is no net County cost associated with this agreement.

**RESOLUTION NO. .**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE HEALTH PLAN OF SAN MATEO TO ACCEPT FUNDING TO PARTICIPATE IN THE HEALTH PLAN OF SAN MATEO'S CLINICAL PARTNERSHIPS PROGRAM, FOR THE TERM OCTOBER 14, 2016 THROUGH MARCH 31, 2018, IN AN AMOUNT NOT TO EXCEED \$191,000**

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

**WHEREAS**, the San Mateo Health Commission administers the Health Plan of San Mateo (HPSM) for all Medi-Cal eligible residents of San Mateo County; and

**WHEREAS**, San Mateo Medical Center (SMMC) has been a participating hospital in HPSM since 1994; and

**WHEREAS**, SMMC shares an interest with HPSM to focus on developing a community of practice to coordinate and integrate services and supports with the most appropriate people and setting; and

**WHEREAS**, by participating in HPSM's Clinical Partnerships Program, SMMC will support the goals of the program, including the development of common expectations for primary care services, the creation of a comprehensive, effective, and efficient care coordination model and the exploration of new payment models; and

**WHEREAS**, this Board has been provided with a copy of the Memorandum of Understanding (MOU) and approved the MOU as to both form and content and desires to enter into the MOU for the term of October 14, 2016, through March 31, 2018, to an amount not to exceed \$191,000.

**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 MOU for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

**BE IT FURTHER RESOLVED** that the Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

\* \* \* \* \*

**Memorandum of Understanding  
Between  
Health Plan of San Mateo  
And  
County of San Mateo**

This Memorandum of Understanding (“MOU”) is entered into effective October 14, 2016, by and between County of San Mateo dba San Mateo County Health System Clinics, (“COUNTY”), and the San Mateo Health Commission, a public corporation dba The Health Plan of San Mateo (hereinafter referred to as "PLAN"). The parties agree as follows:

WHEREAS, the parties have a Medi-Cal Primary Care Physician Medical Services Agreement to provide PLAN members with access to COUNTY’s health services; and

WHEREAS, the parties share an interest in having COUNTY participate in PLAN’s Clinical Partnerships initiative focused on developing a community of practice to coordinate and integrate services and supports for PLAN members in the most appropriate setting by the most appropriate people; and

WHEREAS, by participating in PLAN’s Clinical Partnerships program COUNTY will support the goals of the program, including the development of common expectations for primary care services; the creation of a comprehensive, effective and efficient care coordination model; and the exploration of new payment models; and

WHEREAS, the models, systems and standards developed jointly by PLAN and COUNTY, along with other program participants, will subsequently serve to drive best practices in primary care throughout the San Mateo County community;

NOW, THEREFORE, PLAN and COUNTY hereby agree as follows:

1. COUNTY responsibilities:

- a. Identify five team members to participate in the Clinical Partnerships program, including the following roles:
  - i. Practice Coach, Clinical Lead, Operations Lead, Care Management Lead and Executive Sponsor
- b. Ensure the participation of team members in the following Clinical Partnership program activities (expected participation rate):
  - i. Initial quarterly all-team meeting (at least three team members)
  - ii. Practice Coach four-day training, Portland, OR (Practice Coach required)
  - iii. Second quarterly all-team meeting (at least three team members)
  - iv. Attendance at national forum, training, or conference on primary care excellence of COUNTY’s choice, during or before July 2017(all team members, Executive Sponsor optional)
  - v. Subsequent quarterly all-team meetings, up to four occurrences at PLAN discretion (at least three team members)
  - vi. Monthly Practice Coach calls through Q1 2018 (Practice Coach)

- c. Deliver the following to PLAN
  - i. Submit complete assessment tool after initial quarterly meeting
  - ii. 2017 Reporting metrics by January 31, 2017
- 2. PLAN responsibilities:
  - a. Payments:
    - i. PLAN will make payment of \$25,000 to COUNTY for each quarter (up to six) that COUNTY participates fully, by meeting requirements in section (1), in Clinical Partnership program
    - ii. PLAN will make one-time payment of \$25,000 to COUNTY for participation by Practice Coach in the four-day training referenced in section 1.b.ii
    - iii. PLAN will make one-time payment of \$16,000 to COUNTY for team attendance at national event referenced in section 1.b.iv
      - 1. Payment is to be inclusive of all event costs, such as airfare, hotel, food and conference registration
      - 2. Payment amount is contingent upon four team members participating, if four team members cannot participate then COUNTY will receive \$4,000 for each member participating



IN WITNESS WHEREOF, PLAN and COUNTY have duly executed this MOU as of October 14, 2016.

For Contractor: HEALTH PLAN OF SAN MATEO

  
Contractor Signature

10/20/16  
Date

Maya Altman  
Contractor Name (please print)

---

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Department of Housing



**Date:** September 23, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors  
**From:** Ken Cole, Executive Director  
**Subject:** Regional Assessment of Fair Housing

**RECOMMENDATION:**

Adopt a resolution:

- A) Authorizing the San Mateo County Department of Housing to serve as the lead entity in the collaboration between San Mateo County, the Housing Authority of the County of San Mateo, the Housing Authority of the City of South San Francisco, the City of Daly City, the City of Redwood City, the City of San Mateo, and the City of South San Francisco to conduct an Assessment of Fair Housing as required by the U.S. Department of Housing and Urban Development; and
- B) Authorizing the Director of the Department of Housing to execute a Collaboration Agreement between San Mateo County, the Housing Authority of the County of San Mateo, the Housing Authority of South San Francisco, Daly City, Redwood City, the City of San Mateo and South San Francisco, which will describe the roles and responsibilities of each of the parties and ascribe each party's fair share of the contract fee, and to accept funding for the purposes of jointly preparing a regional Assessment of Fair Housing; and
- C) Approving the revised Community Participation Plan which describes the community participation, consultation and coordination required for the Assessment of Fair Housing for San Mateo County (formerly Citizen Participation Plan), which reflects the requirement of the Affirmatively Furthering Fair Housing Final Rule published by the U.S. Department of Housing and Urban Development in July 2015.

## **BACKGROUND:**

The Affirmatively Furthering Fair Housing (“AFFH”) Final Rule was published by the U.S. Department of Housing and Urban Development (“HUD”) in July 2015 to establish a process that clarifies how recipients of HUD funding are required to meet long-standing obligations to affirmatively further fair housing as established by the Fair Housing Act which was adopted as part of Title VIII of the Civil Rights Act of 1968.

As a recipient of HUD funding, San Mateo County is subject to the AFFH Final Rule as are the Housing Authority of the County of San Mateo (“HACSM”), the Housing Authority of South San Francisco (“HASSF”), Daly City, Redwood City, the City of San Mateo and South San Francisco collectively identified by HUD as program participants. The HUD program participants noted herein have agreed to enter into a Collaborative Agreement to work together to prepare an Assessment of Fair Housing (“AFH”) for the entire San Mateo County region in compliance with the AFFH Final Rule.

The AFFH Final Rule provides an effective planning approach to aid program participants, including the parties to the proposed Agreement, to overcome historic patterns of segregation, promote fair housing choice and foster inclusive communities that are free from discrimination. The AFH refers to the analysis undertaken pursuant to 24 C.F.R. § 5.154 of the AFFH Final Rule that includes an analysis of fair housing data, an assessment of fair housing issues and contributing factors, and an identification of fair housing priorities and goals, which must be conducted and submitted to HUD using the AFFH Assessment Tool.

The AFFH Final Rule requires community participation, consultation and coordination in the preparation of the AFH as described in the San Mateo County Community Participation Plan. HUD program participants must updated their Community Participation Plan to reflect the community outreach requirements set forth in the AFFH Final Rule.

## **DISCUSSION:**

HUD encourages program participants to collaborate between and among Public Housing Agencies (“PHAs”) and local governments to conduct and submit a singular Assessment of Fair Housing through either a joint or regional AFH. San Mateo County has a long history of collaborating with other jurisdictions and PHAs when appropriate. In fact, the County served as the lead entity in preparing the Analysis of Impediments to Fair Housing (AI) completed on behalf of the region in 2012. The AFH replaces the AI and will include a standardized assessment through which the County and entitlement jurisdictions evaluate fair housing issues, and factors contributing to fair housing issues.

On behalf of the parties to the proposed Agreement, the County published a Request for Proposals for an AFH on September 15, 2016. Through this competitive process, the parties to the Agreement have selected BBC Research and Consulting to analyze HUD-provided data, local data, and qualitative data obtained from a County-wide community participation process, and work with the County and participating jurisdictions to develop strategies to address barriers to fair housing to be incorporated into our planning processes.

County Counsel has approved the Agreement which describes the roles and responsibilities of each of the parties to the Agreement and which will facilitate a working relationship between the participating jurisdictions. The Agreement names the County as the lead entity and provides for the County to administer the consultant contract for the AFH and to accept funds from the parties to the Agreement to cover the costs of the contract. As the lead entity, the County will be responsible for submitting the joint or regional AFH on behalf of all of the collaborating Program Participants. The AFH is due to HUD in October 2017.

The AFFH Final Rule requires community participation, consultation and coordination in the preparation of the AFH. Furthermore, HUD requires that a description of the community participation process be established in a written Community Participation Plan which must be adopted by San Mateo County as a HUD program participant. A copy of the updated Community Participation Plan is being provided to the Board of Supervisors with this memorandum.

This resolution has been reviewed and approved as to form by County Counsel. Approval of this Resolution contributes to the Shared Vision 2025 outcome as a Livable Community by helping the County to adhere to the legal obligations and principles embodied in the concept of “fair housing” which are fundamental to healthy communities.

**PERFORMANCE MEASURE(S):**

Measure	FY 2016-17 Actual	FY 2017-18 Projected
HUD Review & Acceptance	N/A	November 2017

**FISCAL IMPACT:**

Party	% Share	Estimated Amount
County of San Mateo	24%	\$13,540.00
Housing Authority of the County of San Mateo	15%	\$ 8,463.00
Housing Authority of the City of South San Francisco	1%	\$ 565.00
Daly City	15%	\$ 8,463.00
Redwood City	15%	\$ 8,463.00
San Mateo	15%	\$ 8,463.00
South San Francisco	15%	\$ 8,463.00
<b>Total</b>	<b>100%</b>	<b>\$56,420.00</b>

The County will assume 24% of the consultant costs. The participating jurisdictions will each assume 15% of the costs with the exception of the Housing Authority of the City of South San Francisco which will assume only 1% of the costs due to its small size and operating budget. The Department anticipates the County share of total consultant costs will be \$13,540.00 from CDBG Administrative Funds.

**RESOLUTION NO. .**

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

**\* \* \* \* \***

**RESOLUTION: A) AUTHORIZING THE SAN MATEO COUNTY DEPARTMENT OF HOUSING TO SERVE AS THE LEAD ENTITY IN THE COLLABORATION BETWEEN SAN MATEO COUNTY, THE HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO, THE HOUSING AUTHORITY OF THE CITY OF SOUTH SAN FRANCISCO, THE CITY OF DALY CITY, THE CITY OF REDWOOD CITY, THE CITY OF SAN MATEO, AND THE CITY OF SOUTH SAN FRANCISCO TO CONDUCT AN ASSESSMENT OF FAIR HOUSING AS REQUIRED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND B) AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF HOUSING TO EXECUTE A COLLABORATION AGREEMENT BETWEEN SAN MATEO COUNTY, THE HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO, THE HOUSING AUTHORITY OF SOUTH SAN FRANCISCO, DALY CITY, REDWOOD CITY, THE CITY OF SAN MATEO AND SOUTH SAN FRANCISCO, WHICH WILL DESCRIBE THE ROLES AND RESPONSIBILITIES OF EACH OF THE PARTIES AND ASCRIBE EACH PARTY'S FAIR SHARE OF THE CONTRACT FEE, AND TO ACCEPT FUNDING FOR THE PURPOSES OF JOINTLY PREPARING A REGIONAL ASSESSMENT OF FAIR HOUSING; AND C) APPROVING THE REVISED COMMUNITY PARTICIPATION PLAN WHICH DESCRIBES THE COMMUNITY PARTICIPATION, CONSULTATION AND COORDINATION REQUIRED FOR THE ASSESSMENT OF FAIR HOUSING FOR SAN MATEO COUNTY (FORMERLY CITIZEN PARTICIPATION PLAN), WHICH REFLECTS THE REQUIREMENT OF THE AFFIRMATIVELY FURTHERING FAIR HOUSING FINAL RULE PUBLISHED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN JULY 2015.**

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

**WHEREAS**, the Fair Housing Act was established as an element of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §§ 3601-3619 to establish that it is “the policy of the United States to provide within constitutional limitations, for fair housing throughout the United States by prohibiting discrimination in the sale, rental and financing of dwellings, and in other real estate-related transactions because of race, color, religion, sex, familial status, national origin, or disability; and

**WHEREAS**, the Fair Housing Act requires that the U.S. Department of Housing and Urban Development (“HUD”) administer programs and activities relating to housing and urban development in a manner that affirmatively furthers the policies of the Fair Housing Act; and

**WHEREAS**, the U.S. Department of Housing and Urban Development published a final rule on Affirmatively Furthering Fair Housing in July 2015 to establish a process that recipients of HUD funding will use to help them meet their long-standing obligations to affirmatively further fair housing by performing an Assessment of Fair Housing (“AFH”); and

**WHEREAS**, the AFH refers to the analysis undertaken pursuant to 24 C.F.R. § 5.154 of the AFFH Final Rule that includes an analysis of fair housing data, an assessment of fair housing issues and contributing factors, and an identification of fair housing priorities and goals, which must be conducted and submitted to HUD using the AFFH Assessment Tool; and

**WHEREAS**, HUD requires that San Mateo County comply with the requirements outlined in the AFFH Final Rule and to adopt an updated Community Participation Plan (formerly the Citizen Participation Plan) to reflect the AFH’s community outreach requirements set forth in the AFFH Final Rule; and

**WHEREAS**, HUD encourages program participants to collaborate between and among local governments and Public Housing Agencies (PHA’s) to conduct and submit a single AFH through either a joint or regional AHF; and

**WHEREAS**, the County of San Mateo, the Housing Authority of the County of San Mateo, the Housing Authority of the City of South San Francisco, and the Cities of Daly City, Redwood City, San Mateo and South San Francisco are subject to the AFFH Final Rule and have agreed to enter into an Agreement to prepare an AFH for the entire San Mateo County region in compliance with the AFFH Final Rule; and

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Supervisors, County of San Mateo, State of California, hereby adopts this resolution: A) authorizing San Mateo County Department of Housing to serve as the lead entity in the collaboration between the San Mateo County, the Housing Authority of San Mateo County, the Housing Authority of the City of South San Francisco, the City of Daly City, the City of Redwood City, the City of San Mateo and the City of South San Francisco to conduct an Assessment of Fair Housing as required by the U.S. Department of Housing and Urban Development; and B) authorizing the Director of the Department of Housing to execute a Collaboration Agreement between the County of San Mateo, the Housing Authority of the County of San Mateo, the Housing Authority of South San Francisco, Daly City, Redwood City, the City of San Mateo and South San Francisco and to accept funding from the collaborating parties for the purposes of preparing a regional Assessment of Fair Housing; and C) approving the revised Community Participation Plan (formerly the Citizen Participation Plan) as required by the U.S. Department of Housing and Urban Development.

\* \* \* \* \*





**Main Office - Department of Housing**  
264 Harbor Blvd., Building A Belmont, CA 94002

**Housing Community Development**  
Tel: (650) 802-5050

**Housing Authority of the County of San Mateo**  
Tel: (650) 802-3300



**COUNTY OF SAN MATEO  
COMMUNITY PARTICIPATION PLAN**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
EMERGENCY SHELTER GRANT PROGRAM  
HOME INVESTMENT PARTNERSHIP ACT PROGRAM  
(REVISED: November 15, 2016 BY RESOLUTION #\_\_\_\_\_)**

## Table of Contents

INTRODUCTION .....	3
COMMUNITY PARTICIPATION STRUCTURE: HOUSING & COMMUNITY DEVELOPMENT COMMITTEE.....	3
A. Development of the HCDC Committee .....	3
B. HCDC Functions.....	4
C. HCDC Activities.....	5
SUBMISSION OF PROJECT PROPOSALS.....	5
TECHNICAL ASSISTANCE .....	5
ROLE OF THE COMMUNITY IN THE IMPLEMENTATION OF THE HOUSING & COMMUNITY DEVELOPMENT PROGRAMS .....	6
PLAN DEVELOPMENT .....	6
A. The Five-Year Consolidated Plan (CONPLAN).....	6
B. The Annual Action Plans (Action Plans) .....	7
C. The Assessment of Fair Housing (AFH).....	8
D. The Consolidated Annual Performance and Evaluation Report (CAPER) .....	9
PLAN AMENDMENTS / REVISIONS.....	9
A. Amendments to the Five-Year Consolidated Plan and the Annual Action Plans .....	9
B. Revisions to the Assessment of Fair Housing .....	11
C. Revisions and Amendments to the Community Participation Plan.....	12
PUBLIC MEETINGS.....	12
ADEQUATE INFORMATION.....	13
COMPLAINTS.....	13
AVAILABILITY OF COMMUNITY PARTICIPATION PLAN AND AMENDMENTS THERETO.....	13

## **INTRODUCTION**

In accordance with federal regulations, the County must adopt a Community Participation Plan (CPP) to structure the process of obtaining community input for the Community Development Block Grant (CDBG), and HOME Investment Partnership Act (HOME), and Emergency Solutions Grant (ESG) Programs (“three entitlement programs”). The Board of Supervisors adopted the first CPP in 1978 and has amended it from time to time since, most substantially on January 28, 2003, when the Board adopted Resolution #65783 creating the Housing & Community Development Committee (HCDC) and simultaneously dissolving its precursors, the Community Development Committee and the HOME Program Review Committee.

This current Community Participation Plan supersedes and replaces all previous plans adopted or amended for the CDBG, ESG and HOME Programs.

Note: Previous Community Participation Plan’s were entitled “Citizen Participation Plans.” The term “citizen” was used in prior CPP’s for consistency with the statutory language (i.e., “Citizen Participation Plan”). The County of San Mateo welcomes and solicits input from all county residents regardless of their citizenship or right-to-work status and has opted to use the word “Community” in place of “Citizen.”

## **COMMUNITY PARTICIPATION STRUCTURE: HOUSING & COMMUNITY DEVELOPMENT COMMITTEE**

### **A. Development of the HCDC Committee**

The Board of Supervisors of the County of San Mateo shall create a Housing & Community Development Committee (HCDC) to serve in an advisory capacity to the Director of the Department of Housing (DOH), to the Board of Supervisors, in matters relating to community participation for the three entitlement programs.

The HCDC shall comprise fifteen (15) persons representing a cross-section of individuals and groups that will ensure a representation of lower income residents and members of special needs groups, and a continuity of involvement of County residents and organizations. The HCDC shall include nine (9) persons appointed by the Board of Supervisors and six (6) Categorical members nominated by specifically designated representative agencies, subject to confirmation by the Board of Supervisors. The membership shall be as follows:

#### Members Appointed by the Board of Supervisors

- One (1) person residing in the unincorporated area of North Fair Oaks;
- One (1) person residing in the unincorporated Coastsides;
- One (1) person residing in a low-income community, with low-income as defined by the U. S. Department of Housing & Urban Development (HUD);
- Six (6) Members-at-Large, one of who shall have experience or expertise in real estate, real estate finance, real estate development or real property operations.

(To the extent possible, these members should reside in different jurisdictions not represented by the Council of Cities appointees);

### Categorical Members

- Two (2) persons nominated by the Council of Cities to represent the interests of the Urban County cities. (To the extent possible, these appointees shall represent cities in which no Members-at-Large reside);
- One (1) person nominated by the Commission on Aging;
- One (1) person nominated by the Commission on Disabilities;
- One (1) person nominated by the Executive Committee of the Homeless Continuum of Care Planning Board;
- One (1) person nominated by each Entitlement City in the County HOME Consortium. This member's participation will be directed specifically toward housing development. (As of the date of the Resolution approving this CPP, the City of South San Francisco and San Mateo are the only entitlement cities participating in the HOME Consortium. If the number of entitlement cities participating in the Consortium changes, the overall size of the HCDC may be modified to reflect the actual number of Entitlement Cities participating in the HOME Consortium.)

The HCDC may break down into subcommittees for the purpose of reviewing funding applications, in particular, major funding categories, provided that the findings and/or recommendations of the subcommittees are subsequently reviewed and approved by the HCDC as a whole.

### **B. HCDC Functions**

The functions of the HCDC are:

- To review, and provide a forum for public comment on, countywide and local community needs and priorities related to the use of the three entitlement program funds; and
- To review, and provide a forum for public comment on, program matters involved in the preparation of the Consolidated Plan (CONPLAN) and its associated Annual Action Plans that set priorities for addressing the identified needs; and
- To review, and provide a forum for public comment on, analysis and findings involved in the preparation of the Assessment of Fair Housing (AFH); and
- To review, and provide a forum for public comment on, applications for funding for activities that address these priorities.

### **C. HCDC Activities**

The HCDC will hold, at a minimum, two public meetings annually.

One public meeting shall be for the purpose of reviewing and obtaining public input into the identification of needs and priorities for the three entitlement program funds. The second public hearing shall be to develop recommendations for the preparation of the CONPLAN Annual Action Plan for expenditure of the three entitlement program funds.

From time to time, the HCDC may hold workshops and take tours of previously funded projects, as appropriate, to expand its awareness of community needs.

### **SUBMISSION OF PROJECT PROPOSALS**

DOH staff and the HCDC shall review all project proposals. At least ten (10) working days prior to the formal public hearing before the Board of Supervisors on the proposed Annual Action Plan, staff shall make every reasonable effort to notify each applicant or proposal sponsor by email of its and the HCDC's recommendations for the proposals and the date and time for the public hearing.

### **TECHNICAL ASSISTANCE**

The Director of the DOH shall assign liaison staff to provide technical assistance to the HCDC which shall include but not be limited to:

- Providing explanation and clarification of the federal rules and regulations with regard to program planning, development and implementation (e.g. eligible activities, funding, environmental policies, labor standards, and equal opportunity requirements, relocation provisions, and fair housing);
- Assisting in identifying and prioritizing community needs and objectives and the development of specific projects to meet those needs and objectives;
- Assisting in developing proposals and statements of views;
- Reviewing projects and programs proposed for funding;
- Providing timely and adequate data and information regarding the CDBG, HOME, and ESG Programs; and
- Providing general types of assistance such as preparing and sending meeting notices, agendas and minutes, and arranging for meeting locations.

DOH Staff shall provide similar technical assistance, as appropriate, to groups and representatives of lower income persons, particularly those living in distressed areas where the three entitlement program funds are likely to be used.

## **ROLE OF THE COMMUNITY IN THE IMPLEMENTATION OF THE HOUSING & COMMUNITY DEVELOPMENT PROGRAMS**

The HCDC shall provide a forum for community input and serve in an advisory capacity through the Director of the DOH to the Board of Supervisors on policy decisions concerning the implementation of the three entitlement programs.

Whenever feasible and appropriate, projects may be implemented by eligible community- based, non-profit organizations.

### **PLAN DEVELOPMENT**

#### **A. The Five-Year Consolidated Plan (CONPLAN)**

- The Document: DOH shall prepare a CONPLAN to identify housing and community development priorities in San Mateo County that align and allocate funding for the three entitlement program funds. The plan will identify a strategy with goals and activities for addressing the development priorities and include detailed information about the financial resources that will be utilized to implement the strategy.
- Consultation: DOH shall consult with other public and private agencies that provide assisted housing, health services, and social services, including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons. DOH shall consult with community-based and regionally-based organizations that represent protected class members and organizations that enforce fair housing laws when preparing the CONPLAN. DOH shall also consult with public housing authorities (PHAs) operating in the jurisdiction. DOH's consultation process will include consultation with regional government agencies in addition to adjacent units of general local government and local government agencies. This includes local government agencies with metropolitan-wide planning and transportation responsibilities, particularly for problems and solutions that go beyond a single jurisdiction.
- Community Meetings: Public meetings will be held at a time and location convenient to the general public, with accessibility and/or accommodations for persons with disabilities and, if possible, accommodation of non-English translation assistance when appropriate. DOH shall encourage, in conjunction with public housing agency consultations, participation of residents of public and assisted housing developments, including any resident advisory boards, resident councils, and resident management corporations, in the process of developing and implementing the CONPLAN, along with other low-income residents of targeted revitalization areas in which the developments are located. DOH shall consider any comments or views received from the public

in preparing the final CONPLAN and shall submit such comments to the Board of Supervisors as appropriate for their consideration in adopting the final CONPLAN. A summary of any comments or views shall be attached to the final CONPLAN.

- Public Hearing: DOH shall publish a draft CONPLAN, together with an electronic notice of the public hearing before the Board of Supervisors thereon. This public hearing shall also specify the amount of funds to be used for activities benefiting lower income persons; indicate the activities likely to result in displacement, if any; indicate the availability of the County's plan to minimize displacement of persons as the result of the three entitlement program-funded activities and the availability of the County's plan to assist persons actually displaced as a result of the funded activity. The required public hearing must occur before the proposed CONPLAN is published for comment.
- Public Notice: The CONPLAN shall be provided to the HCDC and to other interested organizations and individuals for public review and comment during a 30-day comment period prior to submission of the CONPLAN to HUD. Copies of community comments shall be included in the CONPLAN submitted to HUD.

## **B. The Annual Action Plans (Action Plans)**

- The Document: The Annual Action Plan will guide and implement the objectives, goals, and strategies developed in the Five-Year CONPLAN. The Annual Action Plan shall outline the amount and source of funding available, the activities for each objective, and the measurable targeted goal for each of these activities for the year.
- Community Meetings: Public meetings will be held at a time and location convenient to the general public, with accessibility and/or accommodations for persons with disabilities and, if possible, accommodation of non-English translation assistance when appropriate. DOH shall consider any comments or views received from the public in preparing the final Annual Action Plan and shall submit such comments to the Board of Supervisors as appropriate for their consideration in adopting the final Annual Action Plan. A summary of any comments or views shall be attached to the final Annual Action Plan.
- Public Hearing: DOH shall publish a draft Annual Action Plan, together with an electronic notice of the public hearing before the Board of Supervisors thereon. This public hearing shall also specify the amount of funds to be used for activities benefiting lower income persons; indicate the activities likely to result in displacement, if any; indicate the availability of the County's plan to minimize displacement of persons as the result of the three entitlement program-funded activities and the availability of the County's plan to assist persons actually displaced as a result of the funded activity.

- Public Notice: The Annual Action Plan shall be provided to the HCDC and to other interested organizations and individuals for public review and comment during a 30-day comment period prior to submission of the Annual Action Plan to HUD. Copies of community comments shall be included in the Annual Action Plan submitted to HUD.

### **C. The Assessment of Fair Housing (AFH)**

- The Document: DOH shall prepare an AFH to analyze historical and existing fair housing conditions that result in goals to affirmatively further fair housing that will be used in the development of the CONPLAN. DOH shall make available to the public, residents, public agencies, and other interested parties any HUD-provided data and other supplemental information DOH plans to incorporate into its AFH at the start of the public participation process (or as soon as feasible after). DOH may make the HUD-provided data available to the public by cross-referencing to the data on HUD's website.
- Consultation: DOH shall consult with other public and private agencies that provide assisted housing, health services, and social services, including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons. DOH shall consult with community-based and regionally-based organizations that represent protected class members and organizations that enforce fair housing laws when preparing the AFH. DOH shall also consult with public housing authorities (PHAs) operating in the jurisdiction. DOH's consultation process will include consultation with regional government agencies in addition to adjacent units of general local government and local government agencies. This includes local government agencies with metropolitan-wide planning and transportation responsibilities, particularly for problems and solutions that go beyond a single jurisdiction.
- Community Meetings: Public meetings will be held at a time and location convenient to the general public, with accessibility and/or accommodations for persons with disabilities and, if possible, accommodation of non-English translation assistance when appropriate. DOH shall encourage, in conjunction with public housing agency consultations, participation of residents of public and assisted housing developments, including any resident advisory boards, resident councils, and resident management corporations, in the process of developing and implementing the AFH, along with other low-income residents of targeted revitalization areas in which the developments are located. DOH shall consider any comments or views received from the public in preparing the final AFH and shall submit such comments to the Board of Supervisors as appropriate for their consideration in adopting the final AFH. A summary of any comments or views shall be attached to the final AFH.
- Public Hearing: DOH shall publish a draft AFH, together with an electronic notice of the public hearing before the Board of Supervisors thereon. The



required public hearing must occur before the proposed AFH is published for comment.

- Public Notice: The AFH shall be provided to the HCDC and to other interested organizations and individuals for public review and comment during a 30-day comment period prior to submission of the AFH to HUD. Copies of community comments shall be included in the AFH submitted to HUD.

#### **D. The Consolidated Annual Performance and Evaluation Report (CAPER)**

- The Document: DOH shall prepare a CAPER on the use of the three entitlement program funds, including the performance of subrecipients.
- Community Meetings: Public meetings will be held at a time and location convenient to the general public, with accessibility and/or accommodations for persons with disabilities and, if possible, accommodation of non-English translation assistance when appropriate. DOH shall consider any comments or views received from the public in preparing the CAPER and shall submit such comments to the Board of Supervisors as appropriate for their consideration in adopting the CAPER.
- Public Notice: The CAPER shall be provided to the HCDC and to other interested organizations and individuals for public review and comment during a 15-day comment period prior to submission of the CAPER to HUD. Copies of community comments shall be included in the CAPER submitted to HUD.
- Public Hearing: DOH shall publish a draft CAPER, together with an electronic notice of the public hearing before the Board of Supervisors thereon.

### **PLAN AMENDMENTS / REVISIONS**

#### **A. Amendments to the Five-Year Consolidated Plan and the Annual Action Plans**

- The Documents: The CONPLAN and Annual Action Plans may be amended to add or remove action items or objectives. The Plans must be amended through the community participation process, if any changes meet the definition of "Substantial Amendment." Substantial amendments are subject to the community participation process in accordance with this CPP.
- CONPLAN:
  - Substantial Amendment: Changes 1) in allocation priorities or in the method of distribution of funds, 2) carrying out an activity, using funds from any program covered by the CONPLAN (including program income), not

previously described in the Action Plan, 3) changes in the purpose, scope, location, or beneficiaries of an activity, and 4) any change in use from one eligible activity to another eligible activity. Any amendment above shall be determined to be substantial if it totals an increase in funding by more than \$100,000 for any activity and will require a public notice with a 30-day review period. This notice may be in electronic and/or print format, and at the minimum, will involve posting a notice on the DOH internet website at [www.smchousing.org](http://www.smchousing.org) and electronic notification to DOH's email list of providers, stakeholders, and others. At the DOH's discretion, the public noticing may include a supplemental publication in a local newspaper of general circulation.

- Minor Amendment: Any minor amendments to the Consolidated Plan will be made administratively and will be incorporated into the County's CAPER at the end of end program year. Minor amendments maintain the integrity of the plan and do not include any substantial change policy or in funding priorities.
- Annual Action Plan: New activities and changes to activities generally require public noticing, unless the activity is part of the County's housing rehabilitation program. An activity is defined as a project or program that has or will have its own IDIS activity number. Changes may involve a change in the purpose, scope, location, or beneficiary of a project or an activity to the extent that it would be considered a new project or an activity. Changes that do not involve funding increases of an activity or that only increases an activity funding up through \$25,000 will not require public noticing other than posting the changes on the DOH website.

A new activity not previously described in the Action Plan will be treated as either a Substantial Amendment or Minor Amendment in accordance with the proposed funding amount. A slate of new activities (including those that have resulted from an Off-Cycle NOFA process) in which each individual activity meets the parameters for a Minor Amendment may be treated as a Minor Amendment in its entirety. For a group of activities comprising funding amounts that the meet criteria of Substantial and Minor Amendments, DOH may undertake a single Substantial Amendment for the entire group of activities or undertake separate Substantial and Minor Amendments.

- Substantial Amendment: Changes that result in an increase in funding by more than \$100,000 for any activity will require a public notice with a 30-day review period. This notice may be in electronic and/or print format, and at the minimum, will involve posting a notice on the DOH internet website at [www.smchousing.org](http://www.smchousing.org) and electronic notification to DOH's email list of providers, stakeholders, and others. At the DOH's discretion, the public noticing may include a supplemental publication in a local newspaper of general circulation.

- Minor Amendment: Changes that result in an increase in funding by more than \$25,000 but not more than \$100,000 for any activity will require a public notice with a 10-day review period. Format and distribution requirements for noticing shall be same as for a Substantial Amendment. Changes involving a change in the County's allocation priorities or method of distribution of funds will be treated as a minor amendment, described above. After the lapse of the required comment period, the revised Action Plan will be posted on the DOH website, emailed to the DOH email list, and provided to HUD in accordance with HUD requirements.

## **B. Revisions to the Assessment of Fair Housing**

- Assessment of Fair Housing Substantial Change: The AFH may be revised when a change in circumstances in the County occurs that affects the information on which the AFH is based to the extent that the analysis, the fair housing contributing factors, or the priorities and goals of the AFH no longer reflect actual circumstances. Examples include presidentially declared disasters significant demographic changes; new significant contributing factors in the County; and civil rights findings, determinations, settlements (including Voluntary Compliance Agreements), or court orders; or upon HUD's written notification specifying a material change that requires the revision.
- Revision: A revision of the AFH consists of preparing and submitting amended analyses, assessments, priorities, and goals that take into account the material change, including any new fair housing issues and contributing factors that may arise as a result of the material change. A revision may not necessarily require the submission of an entirely new AFH. The revision need only focus on the material change and appropriate adjustments to the analyses, assessments, priorities, or goals.
- Public Hearing: DOH shall publish a draft AFH, together with an electronic notice of the public hearing before the Board of Supervisors thereon. The required public hearing must occur before the proposed AFH is published for comment.
- Public Notice: The revision shall be submitted within 12 months of the onset of the material change, or at such later date as HUD may provide. Revisions to an AFH, as described in this section, are subject to community participation and require a public notice with a 30-day review period. This notice may be in electronic and/or print format, and at the minimum, will involve posting a notice on the DOH internet website at [www.smchousing.org](http://www.smchousing.org) and electronic notification to DOH's email list of providers, stakeholders, and others. At the DOH's discretion, the public noticing may include a supplemental publication in a local newspaper of general circulation. After the lapse of the required comment period, the revised AFH will be posted on the DOH website, emailed to the DOH email list, and provided to HUD in accordance with HUD requirements.

### **C. Revisions and Amendments to the Community Participation Plan**

- The Document: HUD regulations require that the County provide reasonable opportunity to the public to comment and present their views on the original CPP and substantial amendments to it. Amendments may be made in concurrence with the CONPLAN or through the Community Participation process, if meeting the definition of "Substantial Change."
- Substantial Change: A change in the participation process stated in the original CPP for the CONPLAN, Annual Plans, AFH, amendments and revisions to them and the CAPER.
- Public Notice: The CPP shall be provided to the HCDC and to other interested organizations and individuals for public review and comment during a 30-day comment period prior to submission of the CPP to HUD.
- Public Hearing: DOH shall publish a draft CPP, together with an electronic notice of the public hearing before the Board of Supervisors thereon.

### **PUBLIC MEETINGS**

Public meetings will be held at a time and location convenient to the general public, with accessibility and/or accommodations for persons with disabilities and, if possible, accommodation of non-English translation assistance when appropriate.

- A minimum of one (1) public meeting will be held by the HCDC for the purpose reviewing and providing a forum for public comment on countywide and local community needs and priorities related to the use of CDBG, HOME, and ESG funds;
- A minimum of one (1) public meeting will be held by the HCDC to review and provide a forum for public comment on program matters involved in the preparation of the CONPLAN and its associated Annual Action Plans
- A minimum of one (1) public hearing will be held by the Board of Supervisors prior to submission of the Annual Action Plan to HUD.
- A minimum of one (1) public meeting will be held by the County to review and provide a forum for public comment on countywide and local community needs and priorities related to the preparation of the AFH.

Notification of the public hearing shall be made at least ten (10) days prior to the hearings through one or more of the following methods: posting on the DOH website; electronic notification to applicants and other interested parties who have expressed interest in DOH programs (including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations). At DOH's discretion, additional public notification will be undertaken via publication in a newspaper of general circulation; posting in appropriate public locations; and mailing to organizations and

individuals who have expressed an interest in obtaining information concerning the three entitlement programs.

## **ADEQUATE INFORMATION**

DOH shall notice and publish electronically, together with an invitation for project proposals, information concerning the amount of CDBG, HOME, and ESG funds expected to be available for housing & community development activities, and the range of activities that may be undertaken with those funds.

Copies of the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan, Consolidated Annual Performance and Evaluation Report, and the Residential Anti-displacement and Relocation Assistance Plan shall be made available to interested community members at the Office of Housing, 264 Harbor Blvd., Bldg A, Belmont, CA 94002. Copies of the documents are/shall be made available on the DOH website at [www.smchousing.org](http://www.smchousing.org) and in hard copy if requested.

## **COMPLAINTS**

DOH will make every reasonable effort to provide written responses electronically or by letter within fifteen (15) working days to complaints regarding the three entitlement programs.

## **AVAILABILITY OF COMMUNITY PARTICIPATION PLAN AND AMENDMENTS THERETO**

The Community Participation Plan will be posted on the DOH website. Hard copies of the Plan will be made available to the public at the Department of Housing;

**County of San Mateo Department of Housing**  
264 Harbor Blvd, Bldg. A  
Belmont, CA, 94002

The HCDC shall consider amendments to the citizen Participation Plan at public meetings.





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Department of Housing



**Date:** October 6, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors  
**From:** Ken Cole, Director, Department of Housing  
**Subject: Measure A:** Acquisition of Atherton Court Apartments

**RECOMMENDATION:**

**Measure A:** Adopt a resolution:

- A) Authorizing a loan to MidPen Housing of \$5,883,211 for the acquisition of real property located at 3752-3770 Rolison Road, also known as Atherton Court, in Redwood City; and
- B) Authorizing the Director of the Department of Housing, or the Director's designee, to execute a loan agreement with MidPen Housing for the acquisition of Atherton Court in Redwood City, as approved by County Counsel.

**BACKGROUND:**

On June 28, 2016 the Board of Supervisors adopted a resolution to allocate \$10 million in **Measure A** funding to establish a program to fund the acquisition and to preserve the affordability of apartment buildings rented at below-market rents in San Mateo County. The Board of Supervisors established the Affordable Rental Acquisition and Preservation Program (ARAPP) in recognition of the negative effects on low- and moderate-income households when the sale of existing apartment buildings results in rent increases and displacement.

In an effort to preserve existing, naturally occurring affordable housing, the San Mateo County Department of Housing has provided loan funds to two projects including a nine-unit project located at 168 Pacific Avenue in Pacifica acquired by MidPen Housing and a sixteen unit project located at 1110 Cypress in the City of San Mateo acquired by HIP Housing.

In early 2016, MidPen Housing, working in partnership with Abode Services, became aware that Atherton Court, a property located at 3752-3770 Rolison Road in Redwood City was being offered for sale. In order to preserve these 55 units of naturally-occurring affordable housing, MidPen Housing submitted an offer to purchase Atherton Court. MidPen Housing has worked closely with the San Mateo County Department of Housing to structure the acquisition and long term operation of Atherton Court to comply with the requirements of the ARAPP loan program.

### **DISCUSSION:**

MidPen Housing applied for funding under ARAPP to support the acquisition of Atherton Court in Redwood City. This property is made up of three buildings with a total of 55 apartments, including 53 studios and two one-bedroom apartments. In negotiating the purchase of this property, MidPen Housing and Abode Services, a service provider working with many of the existing tenants at Atherton Court, became aware of pending offers on the property in which the proposed buyers were seeking to purchase the property fully vacant, which would result in the displacement of 100% of the existing tenants. Because of the need to move quickly to provide funding for the purchase of Atherton Court, the Department of Housing has been working closely with MidPen Housing and has completed underwriting on the project.

Currently at least 47% of the households living at Atherton Court receive some type of rental assistance through either Section 8 Housing Choice Vouchers, HUD VASH Vouchers, or rental assistance from LifeMoves or from Abode Services. MidPen Housing proposes to acquire Atherton Court and complete all health and safety repairs, rent the current vacant units, and any units that become vacant, to tenants at or below 60% AMI. MidPen has also agreed to accept existing holders of Section 8 Housing Choice Vouchers to fill vacant units. Once MidPen has acquired Atherton Court, it plans to restructure the project financing and apply for Low Income Housing Tax Credits and other permanent affordable housing financing. MidPen intends to conduct a comprehensive property needs assessment to identify all the deferred maintenance and property upgrades needed to create a healthy and safe living environment for the tenants and to extend the useful life of the property. MidPen will maintain a rent schedule that results in long term affordability for tenants at or below 80% AMI, in line with the requirements of the ARAPP. MidPen has agreed to set aside units targeted to households with incomes at or below 30% AMI and to offer housing options to San Mateo County clients including homeless and special needs populations.

As proposed, the acquisition and rehabilitation of Atherton Court meets all of the goals established by the **Measure A**-funded ARAPP loan program including preservation of naturally affordable rental housing, conversion of unsubsidized rental housing to long term, rent-restricted rental housing serving low, very-low, and special needs populations, and minimizing the displacement and potential homelessness of existing residents. Furthermore this project will improve the quality and condition of 55 units of existing rental housing by addressing deferred maintenance and obsolete systems. The project will also leverage other private and public funding including (a) owner's equity, (b) other public funds, and (c) private and public debt.



MidPen Housing has submitted an offer to purchase Atherton Court for \$17.1 million. The total development cost for the Atherton Court project is estimated at \$29.1 million and includes substantial rehabilitation which will be funded once MidPen acquires the property, leveraging the acquisition loan from the San Mateo County ARAPP in the amount of \$5,883,211 with a loan from the Housing Trust of Silicon Valley, equity invested through the Low Income Housing Tax Credit allocation and other sources.

This memorandum and attached resolution have been approved by County Counsel. All loan documents will also be approved by County Counsel.

Approval of this resolution contributes to the Shared Vision 2025 outcome as a Livable Community by ensuring that rental units remain affordable to lower income residents of San Mateo County.

**PERFORMANCE MEASURE(S):**

<b>Measure</b>	<b>FY 2016-17 Actual</b>	<b>FY 2017-18 Projected</b>
Acquire and preserve 55 units of affordable housing.	0	55 rental housing units

**FISCAL IMPACT:**

This project will utilize \$5,883,211 from ARAPP, a **Measure A**-funded program.

**RESOLUTION NO. .**

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

\* \* \* \* \*

**RESOLUTION: A) AUTHORIZING A LOAN TO MIDPEN HOUSING OF \$5,883,211 FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT 3752-3770 ROLISON ROAD, ALSO KNOWN AS ATHERTON COURT, IN REDWOOD CITY; AND B) AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF HOUSING, OR THE DIRECTOR'S DESIGNEE, TO EXECUTE A LOAN AGREEMENT WITH MIDPEN HOUSING FOR THE ACQUISITION OF ATHERTON COURT IN REDWOOD CITY, AS APPROVED BY COUNTY COUNSEL.**

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

**WHEREAS**, the Board recognizes the negative effects on low- and moderate-income households caused by the sale of apartments with affordable, below-market rate rents, which can result in rent increases, displacement and potential homelessness; and

**WHEREAS**, the Board established a program, as part of the Affordable Housing Fund (AHF), to provide funding for the acquisition and preservation of apartment buildings rented at below-market rates in San Mateo County; and

**WHEREAS**, the Board allocated \$10 million in **Measure A** funds to the Affordable Rental Acquisition and Preservation Program (ARAPP); and

**WHEREAS**, MidPen Housing has identified property located at 3752-3770 Rolison Road in Redwood City that currently provides fifty-five units of below-market rate rental housing, including housing for a number of tenants that receive rental assistance through Section 8 Housing Choice Vouchers, HUD VASH Vouchers, and rental assistance from LifeMoves or from Abode Services; and

**WHEREAS**, the property located at 3752-3770 Rolison Road in Redwood City is also known as Atherton Court and was at risk of being sold to a private sector investor, potentially displacing 100% of the existing residents; and

**WHEREAS**, MidPen Housing has requested \$5,883,211 in funding from the San Mateo County ARAPP to acquire and to preserve the affordability of Atherton Court in Redwood City; and

**WHEREAS**, MidPen Housing will leverage the San Mateo County loan of \$5,883,211 with other public and private sector funding for the acquisition of Atherton Court, with a total acquisition price of \$17.1 million and will preserve fifty-five units of affordable rental housing in San Mateo County; and

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Supervisors hereby adopt this Resolution A) authorizing a loan to MidPen Housing of \$5,883,211 for the acquisition of real property located at 3752-3770 Rolison Road, also known as Atherton Court in Redwood City; and B) authorizing the Director of the Department of Housing, or the Director's designee, to execute a loan agreement with MidPen Housing for the acquisition of Atherton Court in Redwood City, as approved by County Counsel.

\* \* \* \* \*





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Human Resources



**Date:** November 3, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Donna Vaillancourt, Human Resources Director

**Subject:** Recommended Revision to the Master Salary Resolution

**RECOMMENDATION:**

Adopt a resolution authorizing an amendment to the Master Salary Resolution to add six positions, delete six positions, and reclassify one position.

**BACKGROUND:**

On February 10, 2015 your Board adopted Ordinance 04733 which allowed that a resolution establish the number of all appointed County officers and employees and their compensation and benefits. On July 12, 2016 your Board adopted Master Salary Resolution 074671 which specifies the number of and providing compensation and benefits for persons employed by the County of San Mateo, sets appropriate rules and regulations and repeals all inconsistent ordinances and resolutions. Throughout the year, because of changes in the operating needs of departments, salary resolution amendments are recommended that make adjustments to department staffing configurations.

**DISCUSSION:**

The salary resolution changes herein represent the:

- addition of six positions;
- deletion of six positions;
- and reclassification of one position.

These actions were approved for study by the County Manager's Office and the amendment has been reviewed and approved by the County Counsel's Office. These changes contribute to the Shared Vision 2025 outcome of a Collaborative Community by ensuring that departments have staff with the skills necessary to perform the work and allow departments to provide exceptional service to the community.

The specific actions are discussed in detail below.

### **12000 COUNTY MANAGER'S OFFICE**

**Action:**     Reclassify: One position of E475, Agenda Administrator - C  
Biweekly Salary: \$2,516.00 - \$3,145.60

To: One position of E463, Assistant Clerk of the Board -C  
Biweekly Salary: \$2,894.40 - \$3,618.40

**Explanation:** This is the reclassification of one filled Agenda Administrator - Confidential position to one Assistant Clerk of the Board – Confidential position. A classification study recommended the reclassification of this position to Assistant Clerk of the Board – Confidential which is the more appropriate classification for the work being performed by the incumbent. This action represents a monthly salary and benefits cost of \$1,567. There is no change in the total number of authorized positions.

### **32000 PROBATION**

**Action:**     Delete: Six positions of C005S, Group Supervisor Series  
Biweekly Salary: \$2,372.00 - \$2,966.40

Add: Six positions of C006, Group Supervisor III  
Biweekly Salary: \$2,637.60 - \$3,296.80

**Explanation:** This is the deletion of six Group Supervisor Series positions and the addition of six Group Supervisor III positions. This change will assist in addressing supervisory and staffing needs of the department. This action represents a monthly salary and benefits cost of \$6,572. There is no change in the total number of authorized positions.

### **FISCAL IMPACT:**

These actions represent an estimated monthly salary and benefits cost of \$8,139 or an annual cost of \$97,668.

**RESOLUTION NO. .**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING AN AMENDMENT TO MASTER SALARY  
RESOLUTION 074671 TO ADD SIX POSITIONS, DELETE SIX POSITIONS, AND  
RECLASSIFY ONE POSITION.**

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

**WHEREAS**, section 206a(4) of the San Mateo County Charter authorizes the Board of Supervisors to establish the number of all appointed officers and employees; and

**WHEREAS**, sections 206a(5) and 508 of the San Mateo County Charter authorize the Board of Supervisors to establish by ordinance or resolution the compensation and benefits of County officers and employees; and

**WHEREAS**, San Mateo County Ordinance No. 07303 ordered that henceforth the number of County appointed officers and employees and their compensation and benefits shall be established by resolution of the Board of Supervisors; and

**NOW THEREFORE, IT IS HEREBY ORDERED** that the Board of Supervisors authorizes an amendment to Master Salary Resolution 074671 as follows:

**ORGANIZATION 12000 COUNTY MANAGER'S OFFICE**

1. Item E475, Agenda Administrator - Confidential is decreased by 1 position for a new total of 1 position.
2. Item E463, Assistant Clerk of the Board - Confidential is increased by 1 position for a new total of 1 position.

ORGANIZATION 32000 PROBATION

1. Item C005S, Group Supervisor Series is decreased by 6 positions for a new total of 90 positions.
2. Item C006, Group Supervisor III is increased by 6 positions for a new total of 37 positions.

\* \* \* \* \*





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Human Resources



**Date:** November 2, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Donna Vaillancourt, Director, Human Resources Department  
Scott Johnson, Deputy Director, Human Resources Department

**Subject:** Disposition of Claims Filed Against County

**RECOMMENDATION:**

Report recommending the denial of claims (Non-culpable)

**BACKGROUND:**

Under authority of section 2.10.070 of the Ordinance Code, the County Manager has designated the Director to process claims filed against the County. Further investigation may indicate justification for payment by the County. If so, payment will be made under the authority of the Risk Manager or will be brought back to the Board.

**DISCUSSION:**

The Risk Management Division has reviewed these claims and recommends that you take the following action.

<b><u>Claim #</u></b>	<b><u>Claimant</u></b>	<b><u>Incident Date</u></b>	<b><u>Recommended Board Action and Basis</u></b>
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Claims recommended for denial:

M17-0003	Gawad, Mohamed	11/18/2015	Non-culpable Claimant alleges issue of malpractice done on wisdom tooth and being discriminated by doctor from San Mateo General Hospital.
G16-0073	Bingen, Andrew	10/30/2015	Non-culpable Claimant alleges dangerous condition when approaching the intersection of Brewster Ave. and Opal Ave.
G17-0060	Himmelgreen, Carolyn	9/26/2016	Non-culpable Claimant alleges dent on top of car due to pine cone from tree at the parking lot of Cordilleras Mental Health Center, Redwood City.
G17-0078	Dailey, Thomas	10/31/2016	Non-culpable Claimant alleges lost property in jail.

Careful consideration of these claims contributes to the Shared Vision 2025 outcome of a Collaborative Community by ensuring fair and equitable handling of all claims while conserving financial resources and protecting assets.





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Human Services Agency



**Date:** October 20, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** 4/5ths

**To:** Honorable Board of Supervisors  
**From:** Iliana Rodriguez, Director, Human Services Agency  
**Subject:** Acceptance of funds from California State Department of Social Services and Agreement with Abode Services

**RECOMMENDATION:**

Adopt a resolution authorizing:

- A) The acceptance of funding from California Department of Social Services Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program in an amount up to \$924,299 for Fiscal Year 2016-17; and
- B) The Human Services Agency Director to accept any additional augmentations to the CalWORKs Housing Support Program through FY 2017-18, in an amount up to \$2,000,000; and
- C) The Human Services Agency Director to execute an agreement with Abode Services for the term of November 15, 2016 through June 30, 2017 in the amount of \$924,299 and any amendments through FY 2017-18 to use augmented Housing Support Program funding towards rapid re-housing services to CalWORKs families who are homeless or at risk of homelessness to remain housed in San Mateo County; and
- D) An Appropriation Transfer Request in the amount of \$924,299 to the Human Services Agency Budget to accept the unanticipated funding from California Department of Social Services CalWORKs Housing Support Program.

**BACKGROUND:**

The California Department of Social Services (CDSS) awards annual amounts of Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program (HSP) funds to counties that apply and demonstrate the ability to administer the nationally recognized rapid re-housing program model for CalWORKs families who are homeless or at-risk of homelessness.

The Human Services Agency (HSA) is the lead agency for the San Mateo County Continuum of Care and oversees the CalWORKs program. HSA applied for CalWORKs HSP funding to support rapid re-housing (RRH) services, fostering housing stability for homeless families in the CalWORKs program. HSA is committed to ensuring that the HSP program and RRH services are fully aligned with the Continuum of Care and the San Mateo Community's new Strategic Plan to End Homelessness by 2020.

HSA has received an award of HSP funds from CDSS to provide financial assistance and wrap-around support services to help families quickly obtain permanent housing. CDSS has allocated \$924,299 for 6 months of program services and administration for FY 2016-17. Counties may re-apply for the funding in the new FY. HSA has already budgeted for, and anticipates re-applying for the full 12 months of funding for FY 2017-18 and anticipates an award of up to \$2,000,000.

On May 9, 2016, HSA conducted a Request for Proposals (RFP) in compliance with HSP requirements to identify contractors capable of developing RRH services for single adults and families. Through this process, Abode Services was selected as the vendor that best matched the service needs of the County and that could provide a seamless and coordinated implementation of HSP requirements and RRH services countywide.

**DISCUSSION:**

HSA will utilize HSP funding to provide RRH assistance to families in San Mateo County who are at risk of homelessness to remain housed or to provide transitional housing and sheltering for families who are homeless.

The Appropriation Transfer Request (ATR) increases the appropriation in the HSA Budget to include the unanticipated funding from the CDSS HSP program. The increase in appropriations will cover costs of RRH services from November 15, 2016 through June 30, 2017.

HSA is requesting that your Board authorize its Director or designee to accept any additional HSP funds allocated by CDSS for FY 2016-17 through FY 2017-18 up to \$2,000,000 and to execute an agreement with Abode Services in the amount of \$924,299 for the term of November 15, 2016 through June 30, 2017 and any amendments to allocate additional HSP funds that may be provided by CDSS for RRH services. This will allow HSA to provide services by January 2017 and utilize the 6 months of funding granted by CDSS and to streamline funds as they are received to provide critical services to CalWORKs families.

The resolution has been reviewed and approved by County Counsel as to form.

The agreement contributes to Shared vision 2025 outcome of a Prosperous Community by provide rapid re-housing services to homeless individuals and families or those at risk of homelessness to foster stable housing in San Mateo County with a goal to end homelessness by 2020. It is anticipated that 36 households will be enrolled into RRH services under the HSP and that 80% of those enrolled will exit the program into permanent housing.

**PERFORMANCE MEASURE(S):**

<b>Measure</b>	<b>*FY 2016-17 Target</b>
Number of Households referred and enrolled in RRH Services.	36
Percent of household served who exit to permanent housing	80%

\*Target is based on 6 months of services based on CDSS HSP funding.

**FISCAL IMPACT:**

The FY 2016-17 amount of the Housing Support Program (HSP) allocation is \$924,299. These funds are not included in the FY 2016-17 Adopted Budget. An Appropriation Transfer Request (ATR) will cover expenses incurred in association with the allocation and are 100% claimable. HSP funding for FY 2017-18 will be dependent upon the total allocation for that fiscal year. The Agreement with Abode Services in the amount of \$924,299 is for the same term as the HSP allocation and is 100% funded. There is no Net County Cost.

**RESOLUTION NO. .**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING: (1) THE ACCEPTANCE OF FUNDING FROM CALIFORNIA DEPARTMENT OF SOCIAL SERVICES WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS (CALWORKS) HOUSING SUPPORT PROGRAM IN AN AMOUNT UP TO \$924,299 FOR FISCAL YEAR 2016-17; AND (2) THE HUMAN SERVICES AGENCY DIRECTOR TO ACCEPT ANY ADDITIONAL AUGMENTATIONS TO THE CALWORKS HOUSING SUPPORT PROGRAM THROUGH FY 2017-18 IN AN AMOUNT UP TO \$2,000,000; AND (3) THE HUMAN SERVICES AGENCY DIRECTOR TO EXECUTE AN AGREEMENT WITH ABODE SERVICES, FOR THE TERM OF NOVEMBER 15, 2016 THROUGH JUNE 30, 2017, IN THE AMOUNT OF \$924,299 AND ANY AMENDMENTS THROUGH FY 2017-18 TO USE AUGMENTED HOUSING SUPPORT PROGRAM FUNDING TOWARDS RAPID RE-HOUSING SERVICES TO CALWORKS FAMILIES WHO ARE HOMELESS OR AT RISK OF HOMELESSNESS TO REMAIN HOUSED IN SAN MATEO COUNTY**

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

**WHEREAS**, the California Department of Social Services (CDSS) awards annual amounts of Work Opportunity and Responsibility to Kids (CaWORKs) Housing Support Program (HSP) funds to counties who apply and demonstrate the ability to administer the nationally recognized rapid re-housing program model for CaWORKs families who are homeless or at-risk of homelessness; and

**WHEREAS**, the Human Services Agency (HSA) is the lead agency for the San Mateo County Continuum of Care and oversees the CaWORKs program and was awarded HSP funds from CDSS to support services to families that will assist in quickly obtaining permanent housing and is committed to ensuring that the HSP program and RRH services are fully aligned with the Continuum of Care and the San Mateo Community's new Strategic Plan to End Homelessness by 2020: and

**WHEREAS**, HSA will utilize HSP funding to engage Adobe Services, a vendor solicited and identified through a Request for Proposals procurement process, to provide rapid re-housing assistance to families in San Mateo County who are at risk of homelessness to remain housed or to provide transitional housing and shelter for families who are homeless; and

**WHEREAS**, HSA is requesting that your Board authorize its Director and/or designee to accept any additional HSP funds allocated by CDSSS for FY 2016-17 through FY 2017-18 up to \$2,000,000 and to execute the agreement with Abode Services in the amount of \$924,299 for the term of November 15, 2016 through June 30, 2017 and any amendments to allocate additional HSP funds that may be allocated by CDSS for Rapid Re-Housing services which will allow HSA to implement services by January 2017 and utilize the 6 months of funding granted by CDSS and to streamline funds as they are received to provide critical services to CalWORKs families; and

**WHEREAS**, this Board determines it is in the best interest of the County to accept HSP funding from CDSS and approves HSA to utilize HSP funding to enter into an agreement with Abode for Rapid Re-Housing Services and desires to enter into same.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of this Board be and is hereby authorized and directed to accept HSP funding from CDSS in that amount of \$924,299 for and on behalf of the County of San Mateo; and

**BE IT FURTHER RESOLVED** that the HSA Director or designee is authorized to accept any additional augmentations to the CalWORKs HSP through FY 2017-18 not to exceed \$2,000,000; and

**BE IT FURTHER RESOLVED** that the HSA Director or designee is authorized to execute an agreement with Abode Services for the term of November 15, 2016 through June 30, 2017 in the amount of \$924,299 and any amendments through FY 2017-18 to use augmented HSP funding towards rapid re-housing services.

\* \* \* \* \*



**COUNTY OF SAN MATEO  
APPROPRIATION TRANSFER REQUEST**

REQUEST NO.  
*ATR17-006*

HUMAN SERVICES AGENCY (7000B)

October 21, 2016

**1. REQUEST TRANSFER OF APPROPRIATION AS LISTED BELOW:**

	CODES		AMOUNT	DESCRIPTION
	FUND OR ORG	ACCOUNT		
<b>FROM</b>	73261	1891	\$924,299	FY 16-17 Unanticipated CalWORKs Federal Revenue -Housing Support Program (HSP) Allocation
<b>TO</b>	73265	5856	\$924,299	Contract Special Program Services

**Justification (Attach Memo if Necessary):**

HSA requested and received CalWORKS HSP funding to support rapid re-housing (RRH) services, fostering housing stability for homeless families in the CalWORKs program. The allocation will be provided to Abode Services, the vendor that was selected via Request for Proposal (RFP), to develop this program (pending contract approval and execution).

**DEPARTMENT HEAD** *[Signature]* **DATE** *10-21-2016*

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

**COUNTY CONTROLLER** *[Signature]* **DATE** *10/25/16*

3.  Approve as Requested  Approve as Revised  Disapproved

**COUNTY MANAGER** *[Signature]* **DATE** *10.27.16*

**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 \_\_\_\_\_, 20\_\_\_\_

Ayes in favor of said resolution:  
Supervisors: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Noes and against said resolution:  
Supervisors: \_\_\_\_\_  
\_\_\_\_\_  
Absent  
Supervisors: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT, BOARD OF SUPERVISORS  
COUNTY OF SAN MATEO

ATTEST: \_\_\_\_\_  
Clerk of Said Board

**DISTRIBUTION: Board of Supervisors – Controller – County Manager –Department - Treasurer**





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Human Services Agency



**Date:** October 4, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors  
**From:** Iliana Rodriguez, Director, Human Services Agency  
**Subject:** Agreements with the Core Service Agencies

**RECOMMENDATION:**

Adopt a resolution:

- A) Authorizing agreements with the Core Service Agencies for safety net services for the term of November 15, 2016 through June 30, 2019 in the following amounts: (1) YMCA of San Francisco, \$421,779; (2) City of Daly City – Daly City Community Service Center \$444,419; (3) Pacifica Resource Center, \$372,625; (4) Samaritan House, \$854,065; (5) Coastside Hope, \$502,859; (6) City of Redwood City-Fair Oaks Community Center, \$595,105; (7) El Concilio of San Mateo County, \$437,877; and (8) Puente de la Costa Sur, \$232,287, for a total of \$3,861,016; and
- B) Authorizing the Director of Human Services Agency or designee to execute said agreements with the following three Core Service Agencies: (1) YMCA of San Francisco; (2) City of Daly City – Daly City Community Service Center; and (3) City of Redwood City – Fair Oaks Community Service Center.

**BACKGROUND:**

The Core Service Agency Network was established by the Board of Supervisors to provide critical safety net services to vulnerable, low-income San Mateo County residents that include: emergency food, shelter, clothing, transportation, and assistance with utilities and housing. Demand for safety-net services continues, particularly from residents who are facing additional challenges due to increasing housing costs.

The current Core Service Agency agreements are set to expire on December 31, 2016. The Human Services Agency (HSA) has been working with the Core Service Agencies to standardize services and funding methodology across all of the Core Services Agencies.

**DISCUSSION:**

During the end of FY 2015-16 and the beginning of FY 2016-17, HSA completed a process of reviewing the Core Service Agency services and funding levels. Due to this process, HSA extended the previous Core Service Agency agreements until December 31, 2016 to complete the work of establishing new agreements under the new funding methodology.

Seamless continuation of core services is vital to residents of San Mateo County who face challenges due to increasing housing costs, the cost of living in San Mateo County, barriers to employment and who are homeless or at risk of homelessness.

Accordingly, HSA is requesting that the Board waive the Request for Proposals (RFP) process for the current agencies of the Core Service Agency Network and enter into new two and half year agreements. During this time, HSA, in coordination with County Counsel, will determine an appropriate solicitation process for Core Services Agencies for future years.

HSA is further requesting that the Board authorize the HSA Director or designee to execute agreements with YMCA of San Francisco, City of Daly City – Daly City Community Service Center, and City of Redwood City – Fair Oaks Community Center because these three agencies also must go through a lengthy board/agency process to execute an agreement, and the current agreements will expire before HSA can bring them before the Board for execution.

The resolution contains the County’s standard provisions allowing amendments of the County’s fiscal obligations for each Core agency by a maximum of \$25,000 (in aggregate).

The agreements and resolution have been approved by County Counsel as to form.

These agreements contribute to the Shared Vision 2025 outcome of a Prosperous Community by providing uninterrupted safety net services to vulnerable residents of San Mateo County improving their quality of life and assisting them in achieving self-sufficiency. It is anticipated that 99% of all individuals who request food assistance through Core Service Agencies will receive food, food program enrollment or referral for food and that 80% customers/clients responding to customer/client satisfaction surveys will rate services received as good or better.

**PERFORMANCE MEASURE(S):**

<b>Measure</b>	<b>FY 2016-17 Projected</b>	<b>FY 2017-18 Projected</b>
Percent of individuals requesting food assistance who receive food, food program enrollment or referral for food.	99%	99%
Percentage of customer/client satisfaction surveys rating services as good or better.	80%	80%

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**FISCAL IMPACT:**

The term of these Core Service Agency agreements is from January 1, 2016 through June 30, 2019 with a total obligation of \$3,861,016. These agreements are funded using General Fund Net County Cost. Budgetary appropriation for these agreements is included in the FY 2016-17 Adopted Budget and will be included in the FY 2017-18 and FY 2018-19 Recommended Budgets.

**RESOLUTION NO. .**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING: (A) AGREEMENTS WITH THE CORE SERVICE AGENCIES FOR SAFETY NET SERVICES FOR THE TERM OF NOVEMBER 15, 2016 THROUGH JUNE 30, 2019 IN THE FOLLOWING AMOUNTS: (1) YMCA OF SAN FRANCISCO, \$421,779; (2) CITY OF DALY CITY – DALY CITY COMMUNITY SERVICE CENTER \$444,419; (3) PACIFICA RESOURCE CENTER, \$372,625; (4) SAMARITAN HOUSE, \$854,065; (5) COASTSIDE HOPE, \$502,859; (6) CITY OF REDWOOD CITY-FAIR OAKS COMMUNITY CENTER, \$595,105; (7) EL CONCILIO OF SAN MATEO COUNTY, \$437,877; AND (8) PUENTE DE LA COSTA SUR, \$232,287, FOR A TOTAL OF \$3,861,016; AND (B) THE DIRECTOR OF THE HUMAN SERVICES AGENCY OR DESIGNEE TO EXECUTE AGREEMENTS WITH THE FOLLOWING THREE CORE SERVICES AGENCIES: (1) YMCA OF SAN FRANCISCO; (2) CITY OF DALY CITY – DALY CITY COMMUNITY SERVICE CENTER; AND (3) CITY OF REDWOOD CITY – FAIR OAKS COMMUNITY SERVICE CENTER**

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

**WHEREAS**, the Core Service Agency Network was established by the Board of Supervisors to provide critical safety net services to vulnerable, low-income San Mateo County residents that include: emergency food, shelter, clothing, transportation, and assistance with utilities and housing, and demand for safety-net services continues, particularly from residents who are facing additional challenges due to increasing housing costs; and

**WHEREAS**, seamless continuation of core services is vital to residents of San Mateo County who face challenges due to increasing housing costs, the cost of living in San Mateo County, barriers to employment and who are homeless or at risk of

homelessness; and

**WHEREAS**, the Human Services Agency (HSA) is requesting that the Board waive the Request for Proposals (RFP) process for the current agencies of the Core Service Agency Network and enter into new two and half year agreements, and during this time, HSA, in coordination with County Counsel, will determine an appropriate solicitation process for Core Services Agencies for future years; and

**WHEREAS**, HSA is also requesting that the Board authorize the HSA Director or designee to execute agreements with YMCA of San Francisco, City of Daly City – Daly City Community Service Center, and City of Redwood City – Fair Oaks Community Center because these agencies also must go through a lengthy board/agency process to execute an agreement and the current agreements will expire before HSA can bring them before the Board for execution; and

**WHEREAS**, agreements have been presented to the Board for its consideration and acceptance, whereby YMCA of San Francisco, \$421,779; City of Daly City – Daly City Community Service Center, \$444,419; Pacifica Resource Center, \$372,625; Samaritan House, \$854,065; Coastside Hope, \$502,859; City of Redwood City-Fair Oaks Community Center, \$595,105; El Concilio of San Mateo County, \$437,877; and Puente De La Costa Sur, \$232,287 shall provide core safety net services to the residents of San Mateo County for the amounts listed during the term of November 15 2016 through June 30, 2019; and

**WHEREAS**, this Board has approved these agreements as to both form and

content and desires to enter into such agreements.

**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 agreements with Pacifica Resource Center, Samaritan House, Coastside Hope, El Concilio of San Mateo County, and Puente de la Costa Sur on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto; and

**BE IT FURTHER RESOLVED** that the Request for Proposal Process is waived; and

**BE IT FURTHER RESOLVED** that the Director of Human Services Agency or designee is authorized to execute agreements with the following three Core Service Agencies: YMCA of San Francisco in the amount of \$421,779; City of Daly City-Daly City Community Service Center in the amount of \$444,419; and City of Redwood City – Fair Oaks Community Service Center in the amount of \$595,105; and the term of these agreements shall be from November 15, 2016 through June 30, 2019; and

**BE IT FURTHER RESOLVED** that the Director of Human Services Agency or designee is authorized to execute contract amendments to each of the Core Service Agency Contracts which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify each contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

\* \* \* \* \*



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

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SAMARITAN HOUSE

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Samaritan House, hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent Contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing critical safety net services to vulnerable, low income County residents including emergency food, shelter, clothing, transportation, utilities and housing assistance. The amount of this agreement is \$854,065 for the term of November 15, 2016 through June 30, 2019.

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

### 1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A: Services
- Exhibit B: Payments and Rates
- Exhibit C: Performance Reporting
- Exhibit D: Clarity Human Services System Usage and Data Sharing Agreement for Core Service Agencies and Homeless Service Providers
- Attachment I—§ 504 Compliance

### 2. Services to be performed by Contractor

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

### 3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **EIGHT HUNDRED FIFTY FOUR THOUSAND SIXTY FIVE DOLLARS (\$854,065)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. **Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **November 15, 2016, through June 30, 2019.**

5. **Termination**

This Agreement may be terminated by Contractor or by the Human Services Agency Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. **Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. **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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. **Hold Harmless**

a. **General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the

performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

#### **9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

#### **10. Insurance**

##### **a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

##### **b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor

Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subContractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

**11. Compliance With Laws**

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, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. 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. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

**12. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. 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 upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to Contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subContractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Contractors and subContractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

### **13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

### **14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and

Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

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

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

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

In the case of County, to:

Name/Title: Jessica Silverberg, Manager  
Address: 1 Davis Drive  
Belmont, CA 94002  
Telephone: (650) 802-3378  
Facsimile: (650) 631-5771  
Email: jsilverberg@smcgov.org

In the case of Contractor, to:

Name/Title: Bart Charlow, Executive Director  
Address: 4031 Pacific Blvd  
San Mateo, CA 94403  
Telephone: (650) 341-4081  
Email: [bart@samaritanhousesanmateo.org](mailto:bart@samaritanhousesanmateo.org)  
(Please cc to Laura Bent [laura@samaritanhousesanmateo.org](mailto:laura@samaritanhousesanmateo.org) )

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*



In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: SAMARITAN HOUSE

  
\_\_\_\_\_  
Contractor Signature

10/21/16  
\_\_\_\_\_  
Date

Bart Charlow  
\_\_\_\_\_  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By: \_\_\_\_\_

President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Clerk of Said Board

## Exhibit A Services

### Program/Project Description November 15, 2016 – June 30, 2019

#### Samaritan House

1. **Clients to be Served:** Low-income County residents who need assistance meeting basic human needs (safety net services) relating to housing, food, shelter, clothing, financial support, energy assistance, advocacy, case management, counseling, and follow-up.

Contractor's primary service area is Belmont, Burlingame, Foster City, Hillsborough, Millbrae, San Carlos and San Mateo.

Contractor will provide emergency services to any County resident who is homeless and is seeking services, whether or not the homeless individual was staying within the primary service area. Contractor may continue to serve any homeless person should transportation to another Core Service Agency prove difficult for them.

In addition, if a County resident from an area outside of the primary service area of that Core Service Agency seeks services, Contractor will provide one-time services to meet any immediate needs and will then refer the resident to the Core Service Agency that serves his/her home area.

2. **Client Services:** Contractor will perform an assessment and determine the needs of the clients in the following areas.

#### Public Benefits

Provide information to residents about public benefits. Refer residents to appropriate public agencies to obtain these benefits and provide assistance with the completion of applications and other forms, whether by phone, on-line or paper, to begin receiving these benefits. This includes, but is not limited to, CalFresh, CalWORKs, General Assistance, health coverage programs, such as Covered California, ACE, and Medi-Cal, and Cash Assistance Program for Immigrants (CAPI) and Women, infants and Children (WIC) benefits.

Refer clients who may be eligible for public benefits to HSA. Offer information regarding how to access benefits and offer opportunities to apply.

For clients who are veterans, refer to County Veterans Service Office for any questions or needs related to veterans' benefits.

#### Coordinated Entry/ Shelter

Complete assessments of individuals/households seeking shelter. When

shelter is needed, Contractor will refer to shelter services following the shelter assessment and referral process as established by HSA, including following the Coordinated Entry System to be established by HSA.

Complete referrals for additional homeless services.

#### Housing

Refer and provide information on affordable housing options. This includes but is not limited to Department of Housing website, SMCHousingSearch.org, Moving-To-Work application online, HIP Housing, MidPen Housing.

For veterans who are homeless, also refer to SSVF and VASH program.

#### Food

Maintain a supply of non-perishable food on site that can be distributed to clients with immediate food needs. If space limits do not allow food to be kept onsite, Contractor will have a referral list of immediate food access points for clients with an immediate need.

Utilize Second Harvest and/or other resources to obtain food.

Assist clients with applying for and accessing food via Second Harvest and other community food programs. When possible, include access to fresh produce.

#### Financial Assistance

Provide rent assistance, mortgage assistance, security deposits, utilities assistance, car repair, and other emergency financial needs using all available funding sources such as Measure A Homeless Prevention Assistance Program, Season of Sharing, Community Services Block Grant (CSBG), Housing Industry Fund (HIF), and other available funding, following the guidelines and eligibility criteria established for each funding source.

Refer clients to utility assistance programs and liaise with the appropriate entities such as Central Coast Energy Services to submit the application and assist clients with completing the application process.

#### Material Goods

Assist clients with accessing resources for clothing, diapers, and other emergency material needs.

#### Transportation

Provide referrals to transportation programs, including Redi-Wheels.

Arrange for emergency transportation and assistance with the cost of fares.

Participate in the Lifeline Transportation Program for taxi vouchers, bus passes, and bus tickets, when available.

#### Tax Credits

Assist tax filing and access to tax credits via referral.

Promote tax preparation services to clients/the community to encourage access to tax credit programs.

#### Inclement Weather

Participate in the Inclement Weather Program.

#### Outreach

Attend community meetings regarding safety net services and provide information to community members regarding how to access safety net and homeless services.

#### Information & Referral

Provide information and referrals to meet the needs of clients, including the services above, as well as adult education, employment, physical and behavioral health needs, and other needs.

- 3. Effects of Service:** Services will allow county residents in crisis to stabilize their situation over the short-term and to receive assistance in working towards long-term solutions to emergency situations.

### **4. Additional Contractor Responsibilities**

#### Data Quality

Contractor will enter accurate data into the Clarity System in a timely manner about all the clients to whom they provide safety net services as described in Exhibit D, Clarity Human Services System, Usage and Data Sharing Agreement for Core Service Agencies and Homeless Service Providers.

Contractor will train staff on data entry and Core Service Agency policies and procedures. Contractor will review their data regularly and ensure that the data reflects the work of the agency.

#### Public Benefits

Maintain staff knowledge of key public benefits that include but are not limited to CalFresh, CalWORKs, General Assistance, health coverage programs (Covered California, ACE, Medi-Cal, etc.), Cash Assistance Program for Immigrants (CAPI), and Women Infants and Children (WIC) to assist with identifying potentially eligible individuals.

## Organizational Policies and Procedures

Contractor will maintain written policies regarding the client grievance process; health and safety including fire and earthquake safety and evacuation; sanitary handling and safe storage of food; client rights; child abuse reporting; and client confidentiality.

## Collaboration

Contractor will participate in the Homeless System Redesign and other County initiatives regarding safety net and homeless services planning.

Contractor will participate in County provider meetings for safety net and homeless services providers.

Contractor will participate in Point In Time/One Day Homeless Count and Survey.

Contractor will participate in Homeless Outreach Team (HOT) multi-disciplinary meetings and work collaboratively with HOT staff to provide any documentation available that helps establish eligibility for vouchers for homeless Core clients.

## 211 & SMC-Connect

Contractor will maintain current agency information in 211 and SMC-Connect.

## Web Site

Contractor will have a minimum of one web page that provides basic information about location, contact information, services, hours of operation and other helpful safety net resources that can be accessed in the event the agency is closed, such as the contact information for St. Vincent de Paul, 211 and SMC-Connect.

## Hours of Operation and Coverage

Contractor will provide the County a schedule of operations that includes hours of service for each weekday. For any weekday hours between 9:00 am - 4:00 pm that the Contractor is not open for services, the schedule will include the Contractor's plan for coverage for immediate needs (shelter/inclement weather requests, food requests) for community members who call or go to the Contractor's office seeking assistance during those hours. The plan will also include coverage for immediate needs during any additional time that the Contractor will not be open for services (i.e. staff training, holidays observed by the Contractor that are not County holidays). If the Contractor's hours of operations change, Contractor will provide the County with an updated schedule of operations and coverage within 5 business days.

## Staff Changes

Contractor will notify HSA of changes in staff who provide Core services.

For staff who have a Clarity log in and who are leaving the agency, going out on a leave, or changing roles to another part of the agency, the Contractor will notify HSA immediately upon the staff's departure. For planned departures, the Contractor will notify HSA at least a week in advance so that the Clarity log on can be deactivated on the departure date.

Service  
Integration

Contractor will coordinate training to ensure that its staff is knowledgeable and up to date on the services provided by HSA and other community agencies.

## **Exhibit B**

### **Method and Rate of Payment November 15, 2016- June 30, 2019**

#### **Samaritan House**

In consideration of the services provided by Contractor as shown in Exhibit A and subject to the terms of the Agreement, the County shall pay Contractor based on the following payment schedule and terms.

#### **A. General Payment Terms**

##### **1. Invoicing**

Invoices will include line item accounting for quarterly expenses. Invoices will not be paid that do not include this detail.

##### **2. Quality of Work and Performance**

County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If County should find that that the quantity or quality of work is unacceptable, County shall notify Contractor in writing with a detailed statement of what needs to be resolved. Contractor shall respond to County within 15 days of receipt of statement with a corrective action plan unless otherwise notified of a different timeline by County. Corrective action plans must be accepted by the County in writing. Contractor is not entitled to payment for services that are not rendered under this agreement.

##### **3. Right of County to Adjust Funding**

County shall have the option to adjust funding across quarters and fiscal years to meet program service goals as long as it does not exceed the total contract obligation.

##### **4. Right of County to Request Additional Services**

County may request a change to the scope of services to meet its program goals. County may adjust payment terms for the programs described within this Agreement to accommodate the change to the scope of services as agreed upon by the parties as long as it does not exceed the total agreement obligation and is not otherwise restricted by any grant or specific funding agreements.

#### **B. Reporting**

- **Reports are a requirement of this Agreement. Delays in submitting complete reports will delay payments of any outstanding invoices to Contractor.**
- Quarterly performance reporting details are located in Exhibit C, Performance Reporting.
- An annual line item budget and an indirect cost methodology will be provided by Contractor to HSA showing the planned usage of this contract's funding.
- Contractor will provide HSA with annual audited financial statements in accordance with generally accepted government auditing standards annually within nine months after the fiscal year end.
- Contractor will submit semi-annually a schedule of County grant programs showing award name, award amount, award date, expenditures life-to-date, amounts received life-to-date.
- In order to ensure long-term financial planning and sustainability, Contractor will provide a written financial flexibility plan that describes the risk of losing any revenue source and details the actions Contractor will take if a revenue source is lost.



### C. Payment and Reporting Schedule

Contractor shall invoice County quarterly based on the payment schedule tables for each fiscal year. Itemized invoices will include a detailed accounting of expenses and funding use. Expenses must be in accordance with services outlined in this agreement or expenses may be disallowed. Reporting requirements from Exhibit C are included in the invoice and reporting schedule below. County shall pay Contractor upon receipt and approval of invoices and all required reporting.

#### Payment and Reporting Schedule for FY16-17

Table B1

Fiscal Year	FY16-17			
	One Time Payment	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Term	One Time Payment Based on Negotiated Funding Method	November 15, 2016 through December 31, 2016	January 1, 2017 through March 31, 2017	April 1, 2017 through June 30, 2017
Amount	*\$41,025	*\$73,912	\$73,913	\$73,913
Detailed Expense Invoice Due	January 20, 2017	January 20, 2017	April 20, 2017	<b>June 26, 2017</b>

Reporting Due	January 20, 2017	January 20, 2017	April 20, 2017	July 20, 2017
	▶ County Grant Awards Report	A. Quarterly Reporting: ▶ Narrative ▶ Numbers Served ▶ Performance Measures Results  B. Additional Reporting: ▶ Customer/Client Satisfaction Report ▶ FY16-17 Line Item Budget	A. Quarterly Reporting: ▶ Narrative ▶ Numbers Served ▶ Performance Measures Results  B. Additional Reporting: ▶ Annual Audited Financial Statement ▶ County Grant Awards Report	A. FY Annual Reporting: ▶ Narrative ▶ Numbers Served ▶ Performance Measures Results  B. Additional Reporting: ▶ Customer/Client Satisfaction Report ▶ Financial Flexibility Plan
			FY16-17 Total	\$262,763

\* Please submit two detailed expense invoices – one for the One Time Payment and one for the 2<sup>nd</sup> Quarter Payment.

### Payment and Reporting Schedule for FY17-18

Table B2

Fiscal Year	FY17-18			
	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Term	July 1, 2017 through September 30, 2017	October 1, 2017 through December 31, 2017	January 1, 2018 through March 31, 2018	April 1, 2018 through June 30, 2018
Amount	\$73,912	\$73,913	\$73,913	\$73,913

Invoice Due	October 20, 2017	January 20, 2018	April 20, 2018	June 25, 2018
Reporting Due	<p>October 20, 2017</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ FY17-18 Line Item Budget</li> <li>▶ County Grant Awards Report</li> </ul>	<p>January 20, 2018</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> </ul>	<p>April 20, 2018</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Annual Audited Financial Statement</li> <li>▶ County Grant Awards Report</li> </ul>	<p>July 20, 2018</p> <p>A. FY Annual Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> </ul>
			FY17-18 Total	\$295,651

## Payment and Reporting Schedule for FY18-19

Table B3

Fiscal Year	FY18-19			
	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Term	July 1, 2018 through September 30, 2018	October 1, 2018 through December 31, 2018	January 1, 2019 through March 31, 2019	April 1, 2019 through June 30, 2019
Amount	\$73,912	\$73,913	\$73,913	\$73,913
Invoice Due	October 20, 2018	January 20, 2019	April 20, 2019	<b>June 24, 2019</b>
Reporting Due	<p>October 20, 2018</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ FY18-19 Line Item Budget</li> <li>▶ County Grant Awards Report</li> </ul>	<p>January 20, 2019</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> </ul>	<p>April 20, 2019</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Annual Audited Financial Statement</li> <li>▶ County Grant Awards Report</li> </ul>	<p>July 20, 2019</p> <p>A. FY Annual Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> </ul>
			FY18-19 Total	\$295,651

**D. Total Agreement Obligation**

Payments to Contractor for the term of November 15, 2016 through June 30, 2019 including services, taxes and fees shall not exceed \$854,065.

**E. Submission of Invoices and Reports**

All invoices and reports shall be submitted by email to Beth Falls at [bfalls@smcgov.org](mailto:bfalls@smcgov.org)

Contractor shall submit invoices and reporting for approval as indicated in the "Payment and Reporting Schedule" sections of Exhibit B.

**Exhibit C**  
**Performance Reporting**  
**November 15, 2016- June 30, 2019**  
**Samaritan House**

Quarterly reporting is a requirement of payment. Delays in submission of reports will delay payments of invoices to Contractor. Quarterly reporting must include the following:

- Client services delivered (Clarity Performance Measurement Report).
- Narrative describing highlights and challenges.
- Detailed expense invoice.
- Brief report of any additional funding sources/revenue the agency has secured as well as any decrease in revenue.
- Results for each of the measures listed in the Performance Reporting section below will be submitted quarterly.
- Customer satisfaction will be reported on a semi-annual basis in the 2<sup>nd</sup> and 4<sup>th</sup> quarter reports.

**A. Number of Clients Served – by Households and Individuals**

Number of clients/participants served each fiscal year. The Core Clarity System will be the system of record for these targets.

	Households	Individuals
Number of Households & Individuals Who Receive Core Service Agency Safety Net Services	2250	5750

## B. Performance Reporting

County shall have the option to modify performance measures, goals and targets by written notice. County shall notify Contractor in advance of any modifications.

Measure	FY 16-17 Target	FY 17-18 Target	FY 18-19 Target
Percent of individuals who request and receive food. (Of all individuals who request food, what percentage receive food, food program enrollment, or referral for food.)	99%	99%	99%
Data Quality <ul style="list-style-type: none"> <li>• City</li> <li>• Zip</li> </ul>	Less than 10% missing/other	Less than 7% missing/other	Less than 7% missing/other
** Overall customer/client satisfaction. Percent of customer survey respondents rating services as good or better.	80%	80%	80%
*** For clients who receive financial assistance, percent of those contacted who remain housed six months after assistance.	80%	80%	80%

\*\* The customer service measure will be reported on a semi-annual basis in the 2<sup>nd</sup> and fourth quarters. Methodology and structure of survey is of Contractor design.

\*\*\* The survey of clients/participants who remain housed after six months will be reported on a quarterly basis.

Quarterly reporting is due by the 20<sup>th</sup> day following the last day of the quarter.

A year-end report will be submitted to include information of services provided throughout the fiscal year. The year-end report is due July 20 and will be considered the 4<sup>th</sup> quarter report.

Contractor will agree to and participate in Site Review/Contract Compliance Visits with HSA designated staff. Visits will occur at least once per year, with increased frequency if areas for improvement arise.

County may request additional data from Contractor and/or retrieve reports from Clarity to understand client requests and services being provided.

All reports shall be submitted by email to Beth Falls at [bfalls@smcgov.org](mailto:bfalls@smcgov.org)

**Exhibit D**  
**Human Services System**  
**Usage and Data Sharing Agreement for Core Service Agencies and**  
**Homeless Service Providers**  
**October 2016 version**

In 2014, Core Service Agencies and homeless service providers migrated to the secure, private and confidential Clarity Human Services system network by BitFocus (“Clarity”). This migration to Clarity allows for data sharing across providers.

**Commitment to Data Entry**

The Core Service Agencies and homeless service providers agree to timely enter into Clarity’s secure system accurate data about the clients to whom they provide safety net services and homeless services pursuant to their contracts with the County of San Mateo (“County”). Timely entry of this data is crucial to the Core Service Agencies and homeless service providers’ ability to refer clients to other providers, report accurate performance measures and to capture data on community need.

If any provider experiences difficulty in timely entry of data into Clarity, they will notify HSA of the delay, seek technical assistance if necessary and provide a plan within one week to bring the data entry current as soon as possible.

**Confidentiality of Client Data**

Core Service Agencies and homeless service providers will establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it.

The data in Clarity shall not be disclosed to anyone or any entity except in connection with the administration of the safety net and homeless service programs, as necessary to achieve the provision of homeless and safety net services, or for the analysis of the data to show performance measurements, including that of contract compliance.

The data may be reviewed by San Mateo County personnel on a need to know basis to check performance measurements, community trends, client services, and for the purpose of monitoring contract compliance. Summary results (e.g., non-identifying information such as general statistical data, caseload provide data, funding and expenditure information) is non-confidential may be shared upon request. Data that contains identifying information will be accessible and shared on a need-to-know basis only, and only to the extent permitted by applicable law.

Core Service Agencies and homeless service providers acknowledge that these confidential data are proprietary to the County and agree to comply with all applicable State and Federal confidentiality laws and regulations.



To authorize the parties to this Agreement to share individually identifiable client information, clients who are entered into the system must sign a Client Consent for Clarity System Data Collection and Release of Information form that will be kept with their records in Clarity and/or in their paper file. The release informs the client that partner agencies in San Mateo County will have access on a need-to-know basis to their records in the secure system. If a client refuses to sign a release, services will not be denied and the client will be entered into Clarity as a private client.

### Agencies Entering and Accessing Data in Clarity

CORE SERVICE AGENCIES	HOMELESS SERVICE PROVIDERS
<ul style="list-style-type: none"> <li>• Coastside Hope</li> <li>• Daly City Community Services Center</li> <li>• Fair Oaks Community Center</li> <li>• Puente de la Costa Sur</li> <li>• Tides/Pacifica Resource Center</li> <li>• Samaritan House</li> <li>• El Concilio of San Mateo County</li> <li>• YMCA Community Resource Center</li> </ul>	<ul style="list-style-type: none"> <li>• Abode Services</li> <li>• StarVista</li> <li>• San Mateo County Human Services Agency</li> <li>• Housing Authority of the County Of San Mateo</li> <li>• San Mateo County Department of Housing</li> <li>• San Mateo County Health System, Behavioral Health And Recovery Services</li> <li>• Mateo Lodge</li> <li>• Home and Hope</li> <li>• LifeMoves (formerly known as InnVision Shelter Network)</li> <li>• Mental Health Association of San Mateo County</li> <li>• Next Step Center, Veterans Resource Center of America</li> <li>• Project WeHOPE</li> <li>• Samaritan House</li> <li>• Service League Of San Mateo County</li> </ul>

Efforts are made to keep this list current, however there may be Core Service Agencies and/or homeless service providers that begin to participate in the data system in the future.

### Licensing

Only agency staff who provide safety net or homeless services shall be granted access to Clarity. When an agency is requesting a Clarity license for a new staff, the agency director or manager will review with the staff the confidentiality and security rules regarding Clarity and will send the completed, signed Clarity oath of confidentiality form to HSA to request a new account.

**ACCESS TO THE CLARITY SYSTEM AFTER EMPLOYEMENT ENDS IS PROHIBITED.** If an authorized user separates from employment with a Core Service Agency or homeless service provider, notification must be made as soon as possible to the HSA Service Desk in advance of the employee leaving. The request will provide a license termination date.

If any license goes unused for more than 90 days, that license may be deactivated. The agency holding the license will be notified prior to deactivation of the license and the agency will have 5 business days

to respond with a request if the license is to be continued.

### **System Configuration Change Requests**

All agencies Change Requests (CR) will be evaluated by HSA. For the cost of all Change Requests (CRs) unique to one or a group of agencies and for non-Core or non-HMIS standard programs, payment shall be made by the requesting agency(ies).

### **User Support**

If a Core Service Agency or homeless service provider experiences any technical difficulty with the system, a service request must be sent to the Human Services Agency, Business Systems Group at [hsa\\_servicedesk@smcgov.org](mailto:hsa_servicedesk@smcgov.org) or (650) 802-7573.

### **Contractor/Service Provider Agreement**

The Core Service Agencies and homeless service providers agree to train their staff and to establish internal processes and procedures to ensure all staff and volunteers safeguard clients' confidentiality and privacy and enter accurate, complete data. It is understood that accessing Clarity's secure, private and confidential network is for the sole purpose of serving clients. All authorized individuals accessing the Clarity network of Core Service Agencies and homeless service providers must have a legitimate business reason when searching and accessing information. All activity is logged and participating agencies understand and agree that this audit trail can be viewed at any time by authorized County personnel.

## ATTACHMENT I

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

The undersigned (hereinafter called "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.

Name of 504 Person:

Bart Charlow

Name of Contractor(s):

Samaritan House

Street Address or P.O. Box:

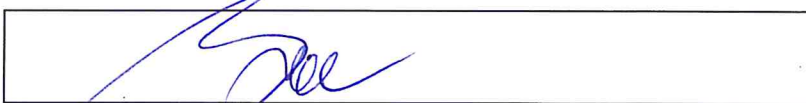
4031 Pacific Blvd.

City, State, Zip Code:

San Mateo, CA 94403

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

Signature:



Title of Authorized Official:

CEO

Date:

10/21/16

\*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 ~ Insurance Certification Questionnaire

**Contractor Name:** Samaritan House

**Contract Number:**

**Date this Form Was Completed:** 10/3/2016

**Name of Person Completing Form:** Deborah Patten

1. Does the contractor carry \$1,000,000 or more in comprehensive general liability insurance? <i>(For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting where the facility will cover the general liability?)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
2. Does the contractor travel by car to provide contract services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<b>YES</b>	<b>NO</b>
a) If yes, does the contractor carry \$1,000,000 or more in motor vehicle liability insurance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
3. Does the contractor have 2 or more employees?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO</b>
a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<b>YES</b>	<b>NO</b>
a) If yes, does the contractor carry professional liability insurance?	<input type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
5. Did you make any changes to the Hold Harmless clause in the contract template?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<b>YES</b>	<b>NO</b>
a) If yes, did Risk Management and County Counsel approve changes to the contract template?	<input type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
6. Is San Mateo County named as the certificate holder and additional insured?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>

If "No\*" is checked in any of the red asterisk boxes (#1, #2a, #3a, #4a, #5a, or #6) – call Risk Management for further instructions...otherwise, this form is complete. Attach the completed form to the insurance certificate and keep both documents with the contract packet.

*NOTE: If the contractor is not required to carry Motor Vehicle or Professional Liability insurance for this contract, you may remove the text in the SCT insurance section that refers to Motor Vehicle and Professional Liability insurance.*

**COMMENTS:**

Section below is for Risk Management authorization – send to Risk Management **ONLY IF INSTRUCTED TO DO SO**

*Risk Management has reviewed and approved modification or waiver of insurance requirements for this contract.*

**Risk Management Signature:**

**Date:**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PUENTE DE LA COSTA SUR**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Puente de la Costa Sur, hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent Contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing critical safety net services to vulnerable, low income County residents including emergency food, shelter, clothing, transportation, utilities and housing assistance. The amount of this agreement is \$232,287 for the term of November 15, 2016 through June 30, 2019.

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

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A: Services
- Exhibit B: Payments and Rates
- Exhibit C: Performance Reporting
- Exhibit D: Clarity Human Services System Usage and Data Sharing Agreement for Core Service Agencies and Homeless Service Providers
- Attachment I—§ 504 Compliance

**2. Services to be performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **TWO HUNDRED THIRTY TWO THOUSAND TWO HUNDRED EIGHTY SEVEN DOLLARS (\$232,287)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **November 15, 2016, through June 30, 2019.**

**5. Termination**

This Agreement may be terminated by Contractor or by the Human Services Agency Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the



performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subContractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

**11. Compliance With Laws**

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, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. 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. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

**12. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. 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 upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to Contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subContractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Contractors and subContractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the

Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

#### **13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

#### **14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

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

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

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

In the case of County, to:

Name/Title: Jessica Silverberg, Manager  
Address: 1 Davis Drive  
Belmont, CA 94002  
Telephone: (650) 802-3378  
Facsimile: (650) 631-5771  
Email: jsilverberg@smcgov.org

In the case of Contractor, to:

Name/Title: Rita Mancera, Executive Director  
Address: 620 North Street / PO Box 554  
Pescadero, CA 94060  
Telephone: (650) 879-1691  
Email: [rmancera@mypuente.org](mailto:rmancera@mypuente.org)

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: PUENTE DE LA COSTA SUR

Rita Maua 10/24/16 \_\_\_\_\_  
Contractor Signature Date Contractor Name (please print)



COUNTY OF SAN MATEO

By: \_\_\_\_\_

President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Clerk of Said Board

## Exhibit A Services

### Program/Project Description November 15, 2016 – June 30, 2019

#### Puente de la Costa Sur

- 1. Clients to be Served:** Low-income County residents who need assistance meeting basic human needs (safety net services) relating to housing, food, shelter, clothing, financial support, energy assistance, advocacy, case management, counseling, and follow-up.

Contractor's primary service area is La Honda, Loma Mar, Pescadero and San Gregorio.

Contractor will provide emergency services to any County resident who is homeless and is seeking services, whether or not the homeless individual was staying within the primary service area. Contractor may continue to serve any homeless person should transportation to another Core Service Agency prove difficult for them.

In addition, if a County resident from an area outside of the primary service area of that Core Service Agency seeks services, Contractor will provide one-time services to meet any immediate needs and will then refer the resident to the Core Service Agency that serves his/her home area.

- 2. Client Services:** Contractor will perform an assessment and determine the needs of the clients in the following areas.

#### Public Benefits

Provide information to residents about public benefits. Refer residents to appropriate public agencies to obtain these benefits and provide assistance with the completion of applications and other forms, whether by phone, on-line or paper, to begin receiving these benefits. This includes, but is not limited to, CalFresh, CalWORKs, General Assistance, health coverage programs, such as Covered California, ACE, and Medi-Cal, and Cash Assistance Program for Immigrants (CAPI) and Women, infants and Children (WIC) benefits.

Refer clients who may be eligible for public benefits to HSA. Offer information regarding how to access benefits and offer opportunities to apply.

For clients who are veterans, refer to County Veterans Service Office for any questions or needs related to veterans' benefits.

#### Coordinated Entry/ Shelter

Complete assessments of individuals/households seeking shelter. When shelter is needed, Contractor will refer to shelter services following the



shelter assessment and referral process as established by HSA, including following the Coordinated Entry System to be established by HSA.

Complete referrals for additional homeless services.

#### **Housing**

Refer and provide information on affordable housing options. This includes but is not limited to Department of Housing website, SMCHousingSearch.org, Moving-To-Work application online, HIP Housing, MidPen Housing.

For veterans who are homeless, also refer to SSVF and VASH program.

#### **Food**

Maintain a supply of non-perishable food on site that can be distributed to clients with immediate food needs. If space limits do not allow food to be kept onsite, Contractor will have a referral list of immediate food access points for clients with an immediate need.

Utilize Second Harvest and/or other resources to obtain food.

Assist clients with applying for and accessing food via Second Harvest and other community food programs. When possible, include access to fresh produce.

#### **Financial Assistance**

Provide rent assistance, mortgage assistance, security deposits, utilities assistance, car repair, and other emergency financial needs using all available funding sources such as Measure A Homeless Prevention Assistance Program, Season of Sharing, Community Services Block Grant (CSBG), Housing Industry Fund (HIF), and other available funding, following the guidelines and eligibility criteria established for each funding source.

Refer clients to utility assistance programs and liaise with the appropriate entities such as Central Coast Energy Services to submit the application and assist clients with completing the application process.

#### **Material Goods**

Assist clients with accessing resources for clothing, diapers, and other emergency material needs.

#### **Transportation**

Provide referrals to transportation programs, including Redi-Wheels.

Arrange for emergency transportation and assistance with the cost of fares.

Participate in the Lifeline Transportation Program for taxi vouchers, bus passes, and bus tickets, when available.

**Tax Credits**

Assist tax filing and access to tax credits via referral.

Promote tax preparation services to clients/the community to encourage access to tax credit programs.

**Inclement Weather**

Participate in the Inclement Weather Program.

**Outreach**

Attend community meetings regarding safety net services and provide information to community members regarding how to access safety net and homeless services.

**Information & Referral**

Provide information and referrals to meet the needs of clients, including the services above, as well as adult education, employment, physical and behavioral health needs, and other needs.

- 3. Effects of Service:** Services will allow county residents in crisis to stabilize their situation over the short-term and to receive assistance in working towards long-term solutions to emergency situations.

**4. Additional Contractor Responsibilities**

**Data Quality**

Contractor will enter accurate data into the Clarity System in a timely manner about all the clients to whom they provide safety net services as described in Exhibit D, Clarity Human Services System, Usage and Data Sharing Agreement for Core Service Agencies and Homeless Service Providers.

Contractor will train staff on data entry and Core Service Agency policies and procedures. Contractor will review their data regularly and ensure that the data reflects the work of the agency.

**Public Benefits**

Maintain staff knowledge of key public benefits that include but are not limited to CalFresh, CalWORKs, General Assistance, health coverage programs (Covered California, ACE, Medi-Cal, etc.), Cash Assistance Program for Immigrants (CAPI), and Women Infants and Children (WIC) to assist with identifying potentially eligible individuals.

**Organizational**

## Policies and Procedures

Contractor will maintain written policies regarding the client grievance process; health and safety including fire and earthquake safety and evacuation; sanitary handling and safe storage of food; client rights; child abuse reporting; and client confidentiality.

## Collaboration

Contractor will participate in the Homeless System Redesign and other County initiatives regarding safety net and homeless services planning.

Contractor will participate in County provider meetings for safety net and homeless services providers.

Contractor will participate in Point In Time/One Day Homeless Count and Survey.

Contractor will participate in Homeless Outreach Team (HOT) multi-disciplinary meetings and work collaboratively with HOT staff to provide any documentation available that helps establish eligibility for vouchers for homeless Core clients.

## 211 & SMC-Connect

Contractor will maintain current agency information in 211 and SMC-Connect.

## Web Site

Contractor will have a minimum of one [web page](#) that provides basic information about location, contact information, services, hours of operation and other helpful safety net resources that can be accessed in the event the agency is closed, such as the contact information for St. Vincent de Paul, 211 and SMC-Connect.

## Hours of Operation and Coverage

Contractor will provide the County a schedule of operations that includes hours of service for each weekday. For any weekday hours between 9:00 am - 4:00 pm that the Contractor is not open for services, the schedule will include the Contractor's plan for coverage for immediate needs (shelter/inclement weather requests, food requests) for community members who call or go to the Contractor's office seeking assistance during those hours. The plan will also include coverage for immediate needs during any additional time that the Contractor will not be open for services (i.e. staff training, holidays observed by the Contractor that are not County holidays). If the Contractor's hours of operations change, Contractor will provide the County with an updated schedule of operations and coverage within 5 business days.

## Staff Changes

Contractor will notify HSA of changes in staff who provide Core services.

For staff who have a Clarity log in and who are leaving the agency, going out on a leave, or changing roles to another part of the agency, the Contractor will notify HSA immediately upon the staff's departure. For planned departures, the Contractor will notify HSA at least a week in advance so that the Clarity log on can be deactivated on the departure date.

**Service  
Integration**

Contractor will coordinate training to ensure that its staff is knowledgeable and up to date on the services provided by HSA and other community agencies.

## **Exhibit B**

### **Payments and Rates November 15, 2016- June 30, 2019**

#### **Puente da la Costa Sur**

In consideration of the services provided by Contractor as shown in Exhibit A and subject to the terms of the Agreement, the County shall pay Contractor based on the following payment schedule and terms.

#### **A. General Payment Terms**

##### **1. Invoicing**

Invoices will include line item accounting for quarterly expenses. Invoices will not be paid that do not include this detail.

##### **2. Quality of Work and Performance**

County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If County should find that that the quantity or quality of work is unacceptable, County shall notify Contractor in writing with a detailed statement of what needs to be resolved. Contractor shall respond to County within 15 days of receipt of statement with a corrective action plan unless otherwise notified of a different timeline by County. Corrective action plans must be accepted by the County in writing. Contractor is not entitled to payment for services that are not rendered under this agreement.

##### **3. Right of County to Adjust Funding**

County shall have the option to adjust funding across quarters and fiscal years to meet program service goals as long as it does not exceed the total contract obligation.

##### **4. Right of County to Request Additional Services**

County may request a change to the scope of services to meet its program goals. County may adjust payment terms for the programs described within this Agreement to accommodate the change to the scope of services as agreed upon by the parties as long as it does not exceed the total agreement obligation and is not otherwise restricted by any grant or specific funding agreements.

#### **B. Reporting**

- **Reports are a requirement of this Agreement. Delays in submitting complete reports will delay payments of any outstanding invoices to Contractor.**
- Quarterly performance reporting details are located in Exhibit C, Performance Reporting.

- An annual line item budget and an indirect cost methodology will be provided by Contractor to HSA showing the planned usage of this contract's funding.
- Contractor will provide HSA with annual audited financial statements in accordance with generally accepted government auditing standards annually within nine months after the fiscal year end.
- Contractor will submit semi-annually a schedule of County grant programs showing award name, award amount, award date, expenditures life-to-date, amounts received life-to-date.
- In order to ensure long-term financial planning and sustainability, Contractor will provide a written financial flexibility plan that describes the risk of losing any revenue source and details the actions Contractor will take if a revenue source is lost.

### C. Payment and Reporting Schedule

Contractor shall invoice County quarterly based on the payment schedule tables for each fiscal year. Itemized invoices will include a detailed accounting of expenses and funding use. Expenses must be in accordance with services outlined in this agreement or expenses may be disallowed. Reporting requirements from Exhibit C are included in the invoice and reporting schedule below. County shall pay Contractor upon receipt and approval of invoices and all required reporting.

#### Payment and Reporting Schedule for FY16-17

Table B1

Fiscal Year	FY16-17			
	One Time Payment	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Term	One Time Payment Based on Negotiated Funding Method	November 15, 2016 through December 31, 2016	January 1, 2017 through March 31, 2017	April 1, 2017 through June 30, 2017
Amount	*\$3,370	*\$20,811	\$20,811	\$20,811
Detailed Expense Invoice Due	January 20, 2017	January 20, 2017	April 20, 2017	June 26, 2017
Reporting Due	January 20, 2017 ▶ County Grant Awards Report	January 20, 2017 A. Quarterly Reporting: ▶ Narrative ▶ Numbers Served ▶ Performance Measures Results  B. Additional Reporting: ▶ Customer/Client Satisfaction Report ▶ FY16-17 Line Item Budget	April 20, 2017 A. Quarterly Reporting: ▶ Narrative ▶ Numbers Served ▶ Performance Measures Results  B. Additional Reporting: ▶ Annual Audited Financial Statement ▶ County Grant Awards Report	July 20, 2017 A. FY Annual Reporting: ▶ Narrative ▶ Numbers Served ▶ Performance Measures Results  B. Additional Reporting: ▶ Customer/Client Satisfaction Report ▶ Financial Flexibility Plan
			FY16-17 Total	\$65,803

\* Please submit two detailed expense invoices – one for the One Time Payment and one for the 2<sup>nd</sup> Quarter Payment.

## Payment and Reporting Schedule for FY17-18

Table B2

Fiscal Year	FY17-18			
	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Term	July 1, 2017 through September 30, 2017	October 1, 2017 through December 31, 2017	January 1, 2018 through March 31, 2018	April 1, 2018 through June 30, 2018
Amount	\$20,809	\$20,811	\$20,811	\$20,811
Invoice Due	October 20, 2017	January 20, 2018	April 20, 2018	<b>June 25, 2018</b>
Reporting Due	<p>October 20, 2017</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ FY17-18 Line Item Budget</li> <li>▶ County Grant Awards Report</li> </ul>	<p>January 20, 2018</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> </ul>	<p>April 20, 2018</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Annual Audited Financial Statement</li> <li>▶ County Grant Awards Report</li> </ul>	<p>July 20, 2018</p> <p>A. FY Annual Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> </ul>
			FY17-18 Total	<b>\$83,242</b>



## Payment and Reporting Schedule for FY18-19

Table B3

Fiscal Year	FY18-19			
	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Term	July 1, 2018 through September 30, 2018	October 1, 2018 through December 31, 2018	January 1, 2019 through March 31, 2019	April 1, 2019 through June 30, 2019
Amount	\$20,809	\$20,811	\$20,811	\$20,811
Invoice Due	October 20, 2018	January 20, 2019	April 20, 2019	<b>June 24, 2019</b>
Reporting Due	October 20, 2018 A. Quarterly Reporting: <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> B. Additional Reporting: <ul style="list-style-type: none"> <li>▶ FY18-19 Line Item Budget</li> <li>▶ County Grant Awards Report</li> </ul>	January 20, 2019 A. Quarterly Reporting: <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> B. Additional Reporting: <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> </ul>	April 20, 2019 A. Quarterly Reporting: <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> B. Additional Reporting: <ul style="list-style-type: none"> <li>▶ Annual Audited Financial Statement</li> <li>▶ County Grant Awards Report</li> </ul>	July 20, 2019 A. FY Annual Reporting: <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> B. Additional Reporting: <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> </ul>
			FY18-19 Total	\$83,242

### D. Total Agreement Obligation

Payments to Contractor for the term of November 15, 2016 through June 30, 2019 including services, taxes and fees shall not exceed \$232,287.

### E. Submission of Invoices and Reports

All invoices and reports shall be submitted by email to Beth Falls at [bfalls@smcgov.org](mailto:bfalls@smcgov.org)

Contractor shall submit invoices and reporting for approval as indicated in the "Payment and Reporting Schedule" sections of Exhibit B.

**Exhibit C**  
**Performance Reporting**  
**November 15, 2016- June 30, 2019**  
**Puente de la Costa Sur**

Quarterly reporting is a requirement of payment. Delays in submission of reports will delay payments of invoices to Contractor. Quarterly reporting must include the following:

- Client services delivered (Clarity Performance Measurement Report).
- Narrative describing highlights and challenges.
- Detailed expense invoice.
- Brief report of any additional funding sources/revenue the agency has secured as well as any decrease in revenue.
- Results for each of the measures listed in the Performance Reporting section below will be submitted quarterly.
- Customer satisfaction will be reported on a semi-annual basis in the 2<sup>nd</sup> and 4<sup>th</sup> quarter reports.

**A. Number of Clients Served – by Households and Individuals**

Number of clients/participants served each fiscal year. The Core Clarity System will be the system of record for these targets.

	Households	Individuals
Number of Households & Individuals Who Receive Core Service Agency Safety Net Services	540	1300
* Additional Households & Individuals Who Will Receive Core Service Agency Services Based on General Fund Offset Funds	100	200
Total	640	1500

\* General Fund Offset funds are variable each fiscal year and will be determined by the Department of Housing.

## B. Performance Reporting

County shall have the option to modify performance measures, goals and targets by written notice. County shall notify Contractor in advance of any modifications.

Measure	FY 16-17 Target	FY 17-18 Target	FY 18-19 Target
Percent of individuals who request and receive food. (Of all individuals who request food, what percentage receive food, food program enrollment, or referral for food.)	99%	99%	99%
Data Quality <ul style="list-style-type: none"> <li>• City</li> <li>• Zip</li> </ul>	Less than 10% missing/other	Less than 7% missing/other	Less than 7% missing/other
** Overall customer/client satisfaction. Percent of customer survey respondents rating services as good or better.	80%	80%	80%
*** For clients who receive financial assistance, percent of those contacted who remain housed six months after assistance.	80%	80%	80%

\*\* The customer service measure will be reported on a semi-annual basis in the 2<sup>nd</sup> and fourth quarters. Methodology and structure of survey is of Contractor design.

\*\*\* The survey of clients/participants who remain housed after six months will be reported on a quarterly basis.

Quarterly reporting is due by the 20<sup>th</sup> day following the last day of the quarter.

A year-end report will be submitted to include information of services provided throughout the fiscal year. The year-end report is due July 20 and will be considered the 4<sup>th</sup> quarter report.

Contractor will agree to and participate in Site Review/Contract Compliance Visits with HSA designated staff. Visits will occur at least once per year, with increased frequency if areas for improvement arise.

County may request additional data from Contractor and/or retrieve reports from Clarity to understand client requests and services being provided.

All reports shall be submitted by email to Beth Falls at [bfalls@smcgov.org](mailto:bfalls@smcgov.org)

**Exhibit D**  
**Clarity Human Services System**  
**Usage and Data Sharing Agreement for Core Service Agencies and**  
**Homeless Service Providers**  
**October 2016 version**

In 2014, Core Service Agencies and homeless service providers migrated to the secure, private and confidential Clarity Human Services system network by BitFocus (“Clarity”). This migration to Clarity allows for data sharing across providers.

### **Commitment to Data Entry**

The Core Service Agencies and homeless service providers agree to timely enter into Clarity’s secure system accurate data about the clients to whom they provide safety net services and homeless services pursuant to their contracts with the County of San Mateo (“County”). Timely entry of this data is crucial to the Core Service Agencies and homeless service providers’ ability to refer clients to other providers, report accurate performance measures and to capture data on community need.

If any provider experiences difficulty in timely entry of data into Clarity, they will notify HSA of the delay, seek technical assistance if necessary and provide a plan within one week to bring the data entry current as soon as possible.

### **Confidentiality of Client Data**

Core Service Agencies and homeless service providers will establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it.

The data in Clarity shall not be disclosed to anyone or any entity except in connection with the administration of the safety net and homeless service programs, as necessary to achieve the provision of homeless and safety net services, or for the analysis of the data to show performance measurements, including that of contract compliance.

The data may be reviewed by San Mateo County personnel on a need to know basis to check performance measurements, community trends, client services, and for the purpose of monitoring contract compliance. Summary results (e.g., non-identifying information such as general statistical

data, caseload provide data, funding and expenditure information) is non-confidential may be shared upon request. Data that contains identifying information will be accessible and shared on a need-to-know basis only, and only to the extent permitted by applicable law.

Core Service Agencies and homeless service providers acknowledge that these confidential data are proprietary to the County and agree to comply with all applicable State and Federal confidentiality laws and regulations.

To authorize the parties to this Agreement to share individually identifiable client information, clients who are entered into the system must sign a Client Consent for Clarity System Data Collection and Release of Information form that will be kept with their records in Clarity and/or in their paper file. The release informs the client that partner agencies in San Mateo County will have access on a need-to-know basis to their records in the secure system. If a client refuses to sign a release, services will not be denied and the client will be entered into Clarity as a private client.

### Agencies Entering and Accessing Data in Clarity

CORE SERVICE AGENCIES	HOMELESS SERVICE PROVIDERS
<ul style="list-style-type: none"> <li>• Coastside Hope</li> <li>• Daly City Community Services Center</li> <li>• Fair Oaks Community Center</li> <li>• Puente de la Costa Sur</li> <li>• Tides/Pacifica Resource Center</li> <li>• Samaritan House</li> <li>• El Concilio of San Mateo County</li> <li>• YMCA Community Resource Center</li> </ul>	<ul style="list-style-type: none"> <li>• Abode Services</li> <li>• StarVista</li> <li>• San Mateo County Human Services Agency</li> <li>• Housing Authority of the County Of San Mateo</li> <li>• San Mateo County Department of Housing</li> <li>• San Mateo County Health System, Behavioral Health And Recovery Services</li> <li>• Mateo Lodge</li> <li>• Home and Hope</li> <li>• LifeMoves (formerly known as InnVision Shelter Network)</li> <li>• Mental Health Association of San Mateo County</li> <li>• Next Step Center, Veterans Resource Center of America</li> <li>• Project WeHOPE</li> <li>• Samaritan House</li> <li>• Service League Of San Mateo County</li> </ul>

Efforts are made to keep this list current, however there may be Core Service Agencies and/or homeless service providers that begin to participate in the data system in the future.

## Licensing

Only agency staff who provide safety net or homeless services shall be granted access to Clarity. When an agency is requesting a Clarity license for a new staff, the agency director or manager will review with the staff the confidentiality and security rules regarding Clarity and will send the completed, signed Clarity oath of confidentiality form to HSA to request a new account.

**ACCESS TO THE CLARITY SYSTEM AFTER EMPLOYEMENT ENDS IS PROHIBITED.** If an authorized user separates from employment with a Core Service Agency or homeless service provider, notification must be made as soon as possible to the HSA Service Desk in advance of the employee leaving. The request will provide a license termination date.

If any license goes unused for more than 90 days, that license may be deactivated. The agency holding the license will be notified prior to deactivation of the license and the agency will have 5 business days to respond with a request if the license is to be continued.

## System Configuration Change Requests

All agencies Change Requests (CR) will be evaluated by HSA. For the cost of all Change Requests (CRs) unique to one or a group of agencies and for non-Core or non-HMIS standard programs, payment shall be made by the requesting agency(ies).

## User Support

If a Core Service Agency or homeless service provider experiences any technical difficulty with the system, a service request must be sent to the Human Services Agency, Business Systems Group at [hsa\\_servicedesk@smcgov.org](mailto:hsa_servicedesk@smcgov.org) or (650) 802-7573.

## Contractor/Service Provider Agreement

The Core Service Agencies and homeless service providers agree to train their staff and to establish internal processes and procedures to ensure all staff and volunteers safeguard clients' confidentiality and privacy and enter accurate, complete data. It is understood that accessing Clarity's secure,

private and confidential network is for the sole purpose of serving clients. All authorized individuals accessing the Clarity network of Core Service Agencies and homeless service providers must have a legitimate business reason when searching and accessing information. All activity is logged and participating agencies understand and agree that this audit trail can be viewed at any time by authorized County personnel.

# ATTACHMENT I

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

The undersigned (hereinafter called "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.

Name of 504 Person:

Rita Mancera

Name of Contractor(s):

Pvente de la Costa Sur

Street Address or P.O. Box:

620 North Street

City, State, Zip Code:

Pescadero, CA 94060

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

Signature:

Rita Mauna

Title of Authorized Official:

Executive Director

Date:

10/24/16

\*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 ~ Insurance Certification Questionnaire

**Contractor Name:** Puente de la Costa Sur

**Contract Number:**

**Date this Form Was Completed:** 10/3/2016

**Name of Person Completing Form:** Deborah Patten

1. Does the contractor carry \$1,000,000 or more in comprehensive general liability insurance? <i>(For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting where the facility will cover the general liability?)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
2. Does the contractor travel by car to provide contract services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<b>YES</b>	<b>NO</b>
a) If yes, does the contractor carry \$1,000,000 or more in motor vehicle liability insurance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
3. Does the contractor have 2 or more employees?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO</b>
a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<b>YES</b>	<b>NO</b>
a) If yes, does the contractor carry professional liability insurance?	<input type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
5. Did you make any changes to the Hold Harmless clause in the contract template?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<b>YES</b>	<b>NO</b>
a) If yes, did Risk Management and County Counsel approve changes to the contract template?	<input type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
6. Is San Mateo County named as the certificate holder and additional insured?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>

If "No\*" is checked in any of the red asterisk boxes (#1, #2a, #3a, #4a, #5a, or #6) – call Risk Management for further instructions...otherwise, this form is complete. Attach the completed form to the insurance certificate and keep both documents with the contract packet.

*NOTE: If the contractor is not required to carry Motor Vehicle or Professional Liability insurance for this contract, you may remove the text in the SCT insurance section that refers to Motor Vehicle and Professional Liability insurance.*

**COMMENTS:**

Section below is for Risk Management authorization – send to Risk Management **ONLY IF INSTRUCTED TO DO SO**

*Risk Management has reviewed and approved modification or waiver of insurance requirements for this contract.*

**Risk Management Signature:**

**Date:**



# CERTIFICATE OF LIABILITY INSURANCE

PUENT-3

OP ID: AR

DATE (MM/DD/YYYY)  
10/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CalNonprofits Insurance Svcs P.O. Box 640 Capitola, CA 95010 Coryn Gardiner		<b>CONTACT NAME:</b> Sandra Johnson <b>PHONE (A/C, No, Ext):</b> 831-427-5222 <b>FAX (A/C, No):</b> 831-824-5047 <b>E-MAIL ADDRESS:</b> sandra@cal-insurance.org	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A : NY Marine & General Ins Co	
		NAIC #	
		16608	
<b>INSURED</b> Puente de la Costa Sur PO Box 554 Pescadero, CA 94060		<b>INSURER B :</b> Great American <b>INSURER C :</b> U.S. Liability <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	
		16691	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

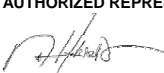
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b>	X	X	PAC 0664789	03/01/2016	03/01/2017	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ <b>5,000</b>
	<input checked="" type="checkbox"/> PROFESSIONAL LIAB						PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> Employee Benefits			PAC 0664789	03/01/2016	03/01/2017	GENERAL AGGREGATE \$ <b>2,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:			PAC 0664789	03/01/2016	03/01/2017	PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						<b>EE Benefi</b> \$ <b>1,000,000</b>
B	<b>AUTOMOBILE LIABILITY</b>			CAP 0664790	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS		PROPERTY DAMAGE (PER ACCIDENT) \$				
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC201600010850	03/22/2016	03/22/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
C	<b>Directors &amp; Office</b>			NDO1560739	12/27/2015	12/27/2016	<b>Ea Claim</b> <b>1,000,000</b>
							<b>Aggregate</b> <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

County of San Mateo is included as additional insured as respects liability arising out of insured's operations. Coverage is Primary and Waiver of Subrogation applies per form CG89701114; 30 days notice of cancellation except 10 days for non-pay.

**CERTIFICATE HOLDER****CANCELLATION**

<b>County of San Mateo</b> 455 County Center Redwood City, CA 94063	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Administrative Offices  
 301 E 4th Street  
 Cincinnati OH 45202-4201  
 513 369 5000 ph

CG 89 70 (Ed. 11/14)

Effective: 03/01/2016

Puente de la Costa Sur

Policy Number: PAC0664789

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT**

This Endorsement modifies and is subject to the insurance provided under the following form:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	\$ 20,000	3
Damage to Premises Rented to You	\$ 1,000,000	3
Supplementary Payments - Bail Bonds	\$ 3,000	4
Supplementary Payments - Loss of Earnings	\$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	\$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	\$ 1,000/\$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

**A. Non-Owned Aircraft**

Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, exclusion **g. Aircraft, Auto or Watercraft** does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

**B. Non-Owned Watercraft**

Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(2)** of exclusion **g. Aircraft, Auto or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2)** A watercraft you do not own that is:
  - (a)** less than 60 feet long; and

(b) not being used to carry persons or property for a charge.

**C. Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock**

Under **SECTION V - DEFINITIONS**, Definition **3.** is replaced by the following:

- 3. "Bodily Injury"** means physical injury, sickness, or disease, including death of a person. "Bodily Injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

**D. Medical Payments**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph **7.** of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

- a. \$ 20,000; or
- b. the amount shown in the Declarations for Medical Expense Limit

This provision **7.** is subject to all the terms of **SECTION III - LIMITS OF INSURANCE.**

**E. Damage to Premises Rented to You**

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

- 1.** Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

- 3.** The last paragraph of paragraph **2. Exclusions** is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

- i. rupture, bursting, or operation of pressure relief devices;
  - ii. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
  - iii. explosion of steam boilers, steam pipes, steam engines, or steam turbines; or
  - iv. flood
- 2.** Paragraph **6.** Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to paragraph 5. above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of \$ **1,000,000** or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.
3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection 4. Other Insurance, paragraph b. Excess Insurance where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water."
4. As regards coverage provided by this provision **I. Damage to Premises Rented to You** - paragraph 9.a. of **Definitions** is replaced with the following:
  9. a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

#### **F. Supplementary Payments**

1. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.b. is replaced with:
  - b. Up to \$ **3,000** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Paragraph 1.d. is replaced by the following:
  - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$ **1,000** a day because of time off work.

#### **G. Newly Formed or Acquired Organizations**

Paragraph 3. of **SECTION II - WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:
  - a. coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b. coverage **A** does not apply to "bodily injury" or property damage that occurred before you acquired or formed the organization; and
  - c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. records and descriptions of operations must be maintained by the first named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations or qualifies as an insured under this provision.

#### H. Unintentional Failure to Disclose Hazards

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

#### I. Knowledge of Occurrence, Claim or Suit

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such injury, claim or suit shall have been received by:

- a. you, if you are an individual;
- b. a partner, if you are a partnership
- c. an executive officer or insurance manager, if you are a corporation.

#### J. Property Damage Liability - Elevators

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage to Property** do not apply if such property damage results from the use of elevators.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

#### K. Property Damage Liability - Borrowed Equipment

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(4)** of exclusion **j. Damage to Property** does not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY Conditions**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**L. Liberalization Clause**

If we revise this Signature General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

**M. Amendment of Pollution Exclusion (Premises)**

1. The following is added to paragraph **(1)(a)** of Exclusion f. of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

**(iv)** "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants."

As used in this Endorsement, the actual discharge, dispersal, seepage, migration, release or escape of pollutants must:

- (aa)** commence on a clearly identifiable day during the policy period; and
- (bb)** end, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and
- (cc)** be discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and
- (dd)** be neither expected nor intended from the standpoint of any insured; and
- (ee)** be unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and
- (ff)** not originate at or from a storage tank or other container, duct or piping which:
  - a.** is below the surface of the ground or water; or
  - b.** at any time has been buried under the surface of the ground or water and then is subsequently exposed.

2. For the purposes of this coverage, the following is added to the definition of "property damage" of **SECTION V - DEFINITIONS** and applies only as respects this coverage:

Land or water, whether below ground level or not, is not tangible property.

3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

**N. Limited Property Damage to Property of Others**

The following is added under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A and B**:

3. We will pay up to \$ 5,000 for loss to personal property of others while in the temporary care, custody or control of an insured caused by any person participating in your organized activities. For the purpose of this supplementary payment, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:

- a.** coverage is otherwise provided by the Property Coverage part (if any) of this Policy; or



- b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

**O. Additional Insured - Manager or Lessor of Premises**

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this Policy; and
  - (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."
2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:

- (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (e) This insurance applies only to the extent permitted by law.

3. This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

**P. Additional Insured - Funding Sources**

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

**Q. Additional Insureds - By Contract**

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

- a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
- b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- c. the Additional Insureds financial control of you; or
- d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph **1.b.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph **b.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.**

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph **2. Exclusions** under **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
  - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "Bodily injury" or "property damage" occurring after:
  - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
  - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.

3. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- a. required by the contract or agreement; or
- b. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**R. Primary and Non-Contributory Additional Insured Extension**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. **Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph a. **Primary Insurance:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a named insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

b. The following is added to paragraph b. **Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

**S. Additional Insureds - Protection of Your Limits**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

An additional insured under this Endorsement will as soon as practicable:

- a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
  - b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and
  - c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
  - d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.
2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

**T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **8. Transfer of Rights of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

**U. Property Damage Extension with Voluntary Payments**

1. The following is added to paragraph 1. **Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph 1. above, paragraph 2. **Exclusions** of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions **j.(3), j.(4), j.(5)** and **j.(6)** are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

1. Subject to 2. Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is **\$ 1,000**.
2. The aggregate amount we will pay for the sum of all "loss" in an annual period is **\$ 5,000**. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph 2. of **SECTION III - LIMITS OF INSURANCE**.

**V. Who Is an Insured - Fellow Employee Extension - Management Employees**

1. The following is added to paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED**:

Paragraph **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

This coverage is excess over any other valid and collectable insurance available to your "employee."

**W. Broadened Personal and Advertising Injury**

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to **SECTION V - DEFINITIONS** Item **14.**:

**h.** mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.e.**

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

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND COASTSIDE HOPE**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Coastside Hope, hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent Contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing critical safety net services to vulnerable, low income County residents including emergency food, shelter, clothing, transportation, utilities and housing assistance. The amount of this agreement is \$502,859 for the term of November 15, 2016 through June 30, 2019.

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

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A: Services
- Exhibit B: Payments and Rates
- Exhibit C: Performance Reporting
- Exhibit D: Clarity Human Services System Usage and Data Sharing Agreement for Core Service Agencies and Homeless Service Providers
- Attachment I—§ 504 Compliance

**2. Services to be performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **FIVE HUNDRED TWO THOUSAND EIGHT HUNDRED FIFTY NINE DOLLARS (\$502,859)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **November 15, 2016, through June 30, 2019.**

**5. Termination**

This Agreement may be terminated by Contractor or by the Human Services Agency Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:



(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subContractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

**11. Compliance With Laws**

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, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. 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. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

**12. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. 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 upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to Contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subContractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Contractors and subContractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the

Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

### **13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

### **14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

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

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

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

In the case of County, to:

Name/Title: Jessica Silverberg, Manager  
Address: 1 Davis Drive  
Belmont, CA 94002  
Telephone: (650) 802-3378  
Facsimile: (650) 631-5771  
Email: jsilverberg@smcgov.org

In the case of Contractor, to:

Name/Title: Fatima Soares, Executive Director  
Address: 99 Avenue Alhambra/P.O. Box 1089  
El Granada, CA 94018  
Telephone: (650) 726-9071  
Email: [fatima@coastsidehope.org](mailto:fatima@coastsidehope.org)

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.


**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: COASTSIDE HOPE

  
Contractor Signature

10-19-16  
Date

Fatima Soares  
Contractor Name (please print)

---

COUNTY OF SAN MATEO

By: \_\_\_\_\_

President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Clerk of Said Board

**Exhibit A  
Services**

**Program/Project Description  
November 15, 2016 – June 30, 2019**

**Coastside Hope**

- 1. Clients to be Served:** Low-income County residents who need assistance meeting basic human needs (safety net services) relating to housing, food, shelter, clothing, financial support, energy assistance, advocacy, case management, counseling, and follow-up.

Contractor's primary service area is Montara, Moss Beach, El Granada and Half Moon Bay.

Contractor will provide emergency services to any County resident who is homeless and is seeking services, whether or not the homeless individual was staying within the primary service area. Contractor may continue to serve any homeless person should transportation to another Core Service Agency prove difficult for them.

In addition, if a County resident from an area outside of the primary service area of that Core Service Agency seeks services, Contractor will provide one-time services to meet any immediate needs and will then refer the resident to the Core Service Agency that serves his/her home area.

- 2. Client Services:** Contractor will perform an assessment and determine the needs of the clients in the following areas.

**Public Benefits**

Provide information to residents about public benefits. Refer residents to appropriate public agencies to obtain these benefits and provide assistance with the completion of applications and other forms, whether by phone, on-line or paper, to begin receiving these benefits. This includes, but is not limited to, CalFresh, CalWORKs, General Assistance, health coverage programs, such as Covered California, ACE, and Medi-Cal, and Cash Assistance Program for Immigrants (CAPI) and Women, infants and Children (WIC) benefits.

Refer clients who may be eligible for public benefits to HSA. Offer information regarding how to access benefits and offer opportunities to apply.

For clients who are veterans, refer to County Veterans Service Office for any questions or needs related to veterans' benefits.

**Coordinated Entry/  
Shelter**

Complete assessments of individuals/households seeking shelter. When shelter is needed, Contractor will refer to shelter services following the



shelter assessment and referral process as established by HSA, including following the Coordinated Entry System to be established by HSA.

Complete referrals for additional homeless services.

#### Housing

Refer and provide information on affordable housing options. This includes but is not limited to Department of Housing website, SMCHousingSearch.org, Moving-To-Work application online, HIP Housing, MidPen Housing.

For veterans who are homeless, also refer to SSVF and VASH program.

#### Food

Maintain a supply of non-perishable food on site that can be distributed to clients with immediate food needs. If space limits do not allow food to be kept onsite, Contractor will have a referral list of immediate food access points for clients with an immediate need.

Utilize Second Harvest and/or other resources to obtain food.

Assist clients with applying for and accessing food via Second Harvest and other community food programs. When possible, include access to fresh produce.

#### Financial Assistance

Provide rent assistance, mortgage assistance, security deposits, utilities assistance, car repair, and other emergency financial needs using all available funding sources such as Measure A Homeless Prevention Assistance Program, Season of Sharing, Community Services Block Grant (CSBG), Housing Industry Fund (HIF), and other available funding, following the guidelines and eligibility criteria established for each funding source.

Refer clients to utility assistance programs and liaise with the appropriate entities such as Central Coast Energy Services to submit the application and assist clients with completing the application process.

#### Material Goods

Assist clients with accessing resources for clothing, diapers, and other emergency material needs.

#### Transportation

Provide referrals to transportation programs, including Redi-Wheels.

Arrange for emergency transportation and assistance with the cost of fares.

Participate in the Lifeline Transportation Program for taxi vouchers, bus passes, and bus tickets, when available.

#### Tax Credits

Assist tax filing and access to tax credits via referral.

Promote tax preparation services to clients/the community to encourage access to tax credit programs.

#### Inclement Weather

Participate in the Inclement Weather Program.

#### Outreach

Attend community meetings regarding safety net services and provide information to community members regarding how to access safety net and homeless services.

#### Information & Referral

Provide information and referrals to meet the needs of clients, including the services above, as well as adult education, employment, physical and behavioral health needs, and other needs.

- 3. Effects of Service:** Services will allow county residents in crisis to stabilize their situation over the short-term and to receive assistance in working towards long-term solutions to emergency situations.

### **4. Additional Contractor Responsibilities**

#### Data Quality

Contractor will enter accurate data into the Clarity System in a timely manner about all the clients to whom they provide safety net services as described in Exhibit D, Clarity Human Services System Usage and Data Sharing Agreement for Core Service Agencies and Homeless Service Providers.

Contractor will train staff on data entry and Core Service Agency policies and procedures. Contractor will review their data regularly and ensure that the data reflects the work of the agency.

#### Public Benefits

Maintain staff knowledge of key public benefits that include but are not limited to CalFresh, CalWORKs, General Assistance, health coverage programs (Covered California, ACE, Medi-Cal, etc.), Cash Assistance Program for Immigrants (CAPI), and Women Infants and Children (WIC) to assist with identifying potentially eligible individuals.

Organizational  
Policies and  
Procedures

Contractor will maintain written policies regarding the client grievance process; health and safety including fire and earthquake safety and evacuation; sanitary handling and safe storage of food; client rights; child abuse reporting; and client confidentiality.

Collaboration

Contractor will participate in the Homeless System Redesign and other County initiatives regarding safety net and homeless services planning.

Contractor will participate in County provider meetings for safety net and homeless services providers.

Contractor will participate in Point In Time/One Day Homeless Count and Survey.

Contractor will participate in Homeless Outreach Team (HOT) multi-disciplinary meetings and work collaboratively with HOT staff to provide any documentation available that helps establish eligibility for vouchers for homeless Core clients.

211 & SMC-  
Connect

Contractor will maintain current agency information in 211 and SMC-Connect.

Web Site

Contractor will have a minimum of one web page that provides basic information about location, contact information, services, hours of operation and other helpful safety net resources that can be accessed in the event the agency is closed, such as the contact information for St. Vincent de Paul, 211 and SMC-Connect.

Hours of  
Operation and  
Coverage

Contractor will provide the County a schedule of operations that includes hours of service for each weekday. For any weekday hours between 9:00 am - 4:00 pm that the Contractor is not open for services, the schedule will include the Contractor's plan for coverage for immediate needs (shelter/inclement weather requests, food requests) for community members who call or go to the Contractor's office seeking assistance during those hours. The plan will also include coverage for immediate needs during any additional time that the Contractor will not be open for services (i.e. staff training, holidays observed by the Contractor that are not County holidays). If the Contractor's hours of operations change, Contractor will provide the County with an updated schedule of operations and coverage within 5 business days.

### Staff Changes

Contractor will notify HSA of changes in staff who provide Core services.

For staff who have a Clarity log in and who are leaving the agency, going out on a leave, or changing roles to another part of the agency, the Contractor will notify HSA immediately upon the staff's departure. For planned departures, the Contractor will notify HSA at least a week in advance so that the Clarity log on can be deactivated on the departure date.

### Service Integration

Contractor will coordinate training to ensure that its staff is knowledgeable and up to date on the services provided by HSA and other community agencies.

**Exhibit B**  
**Payments and Rates**  
**November 15, 2016- June 30, 2019**  
**Coastside Hope**

In consideration of the services provided by Contractor as shown in Exhibit A and subject to the terms of the Agreement, the County shall pay Contractor based on the following payment schedule and terms.

**A. General Payment Terms**

**1. Invoicing**

Invoices will include line item accounting for quarterly expenses. Invoices will not be paid that do not include this detail.

**2. Quality of Work and Performance**

County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If County should find that that the quantity or quality of work is unacceptable, County shall notify Contractor in writing with a detailed statement of what needs to be resolved. Contractor shall respond to County within 15 days of receipt of statement with a corrective action plan unless otherwise notified of a different timeline by County. Corrective action plans must be accepted by the County in writing. Contractor is not entitled to payment for services that are not rendered under this agreement.

**3. Right of County to Adjust Funding**

County shall have the option to adjust funding across quarters and fiscal years to meet program service goals as long as it does not exceed the total contract obligation.

**4. Right of County to Request Additional Services**

County may request a change to the scope of services to meet its program goals. County may adjust payment terms for the programs described within this Agreement to accommodate the change to the scope of services as agreed upon by the parties as long as it does not exceed the total agreement obligation and is not otherwise restricted by any grant or specific funding agreements.

**B. Reporting**

- **Reports are a requirement of this Agreement. Delays in submitting complete reports will delay payments of any outstanding invoices to Contractor.**
- Quarterly performance reporting details are located in Exhibit C, Performance Reporting.

- An annual line item budget and an indirect cost methodology will be provided by Contractor to HSA showing the planned usage of this contract's funding.
- Contractor will provide HSA with annual audited financial statements in accordance with generally accepted government auditing standards annually within nine months after the fiscal year end.
- Contractor will submit semi-annually a schedule of County grant programs showing award name, award amount, award date, expenditures life-to-date, amounts received life-to-date.
- In order to ensure long-term financial planning and sustainability, Contractor will provide a written financial flexibility plan that describes the risk of losing any revenue source and details the actions Contractor will take if a revenue source is lost.

### C. Payment and Reporting Schedule

Contractor shall invoice County quarterly based on the payment schedule tables for each fiscal year. Itemized invoices will include a detailed accounting of expenses and funding use. Expenses must be in accordance with services outlined in this agreement or expenses may be disallowed. Reporting requirements from Exhibit C are included in the invoice and reporting schedule below. County shall pay Contractor upon receipt and approval of invoices and all required reporting.

#### Payment and Reporting Schedule for FY16-17

Table B1

Fiscal Year	FY16-17			
	One Time Payment	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Term	One Time Payment Based on Negotiated Funding Method	November 15, 2016 through December 31, 2016	January 1, 2017 through March 31, 2017	April 1, 2017 through June 30, 2017
Amount	*\$21,677	*\$43,744	\$43,744	\$43,744
Detailed Expense Invoice Due	January 20, 2017	January 20, 2017	April 20, 2017	<b>June 26, 2017</b>
Reporting Due	January 20, 2017 ▶ County Grant Awards Report	January 20, 2017 A. Quarterly Reporting: ▶ Narrative ▶ Numbers Served ▶ Performance Measures Results  B. Additional Reporting: ▶ Customer/Client Satisfaction Report ▶ FY16-17 Line Item Budget	April 20, 2017 A. Quarterly Reporting: ▶ Narrative ▶ Numbers Served ▶ Performance Measures Results  B. Additional Reporting: ▶ Annual Audited Financial Statement ▶ County Grant Awards Report	July 20, 2017 A. FY Annual Reporting: ▶ Narrative ▶ Numbers Served ▶ Performance Measures Results  B. Additional Reporting: ▶ Customer/Client Satisfaction Report ▶ Financial Flexibility Plan
			FY16-17 Total	\$152,909

\* Please submit two detailed expense invoices – one for the One Time Payment and one for the 2<sup>nd</sup> Quarter Payment.

**Payment and Reporting Schedule for FY17-18**

Table B2

Fiscal Year	FY17-18			
	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Term	July 1, 2017 through September 30, 2017	October 1, 2017 through December 31, 2017	January 1, 2018 through March 31, 2018	April 1, 2018 through June 30, 2018
Amount	\$43,744	\$43,744	\$43,744	\$43,744
Invoice Due	October 20, 2017	January 20, 2018	April 20, 2018	<b>June 25, 2018</b>
Reporting Due	<p>October 20, 2017</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ FY17-18 Line Item Budget</li> <li>▶ County Grant Awards Report</li> </ul>	<p>January 20, 2018</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> </ul>	<p>April 20, 2018</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Annual Audited Financial Statement</li> <li>▶ County Grant Awards Report</li> </ul>	<p>July 20, 2018</p> <p>A. FY Annual Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> </ul>
			FY17-18 Total	\$174,975



**Payment and Reporting Schedule for FY18-19**

Table B3

Fiscal Year	FY18-19			
	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Term	July 1, 2018 through September 30, 2018	October 1, 2018 through December 31, 2018	January 1, 2019 through March 31, 2019	April 1, 2019 through June 30, 2019
Amount	\$43,744	\$43,744	\$43,744	\$43,744
Invoice Due	October 20, 2018	January 20, 2019	April 20, 2019	<b>June 24, 2019</b>
Reporting Due	<p>October 20, 2018</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ FY18-19 Line Item Budget</li> <li>▶ County Grant Awards Report</li> </ul>	<p>January 20, 2019</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> </ul>	<p>April 20, 2019</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Annual Audited Financial Statement</li> <li>▶ County Grant Awards Report</li> </ul>	<p>July 20, 2019</p> <p>A. FY Annual Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> </ul>
			FY18-19 Total	\$174,975

**D. Total Agreement Obligation**

Payments to Contractor for the term of November 15, 2016 through June 30, 2019 including services, taxes and fees shall not exceed \$502,859.

**E. Submission of Invoices and Reports**

All invoices and reports shall be submitted by email to Beth Falls at [bfalls@smcgov.org](mailto:bfalls@smcgov.org)

Contractor shall submit invoices and reporting for approval as indicated in the "Payment and Reporting Schedule" sections of Exhibit B.

**Exhibit C**  
**Performance Reporting**  
**November 15, 2016- June 30, 2019**  
**Coastside Hope**

Quarterly reporting is a requirement of payment. Delays in submission of reports will delay payments of invoices to Contractor. Quarterly reporting must include the following:

- Client services delivered (Clarity Performance Measurement Report).
- Narrative describing highlights and challenges.
- Detailed expense invoice.
- Brief report of any additional funding sources/revenue the agency has secured as well as any decrease in revenue.
- Results for each of the measures listed in the Performance Reporting section below will be submitted quarterly.
- Customer satisfaction will be reported on a semi-annual basis in the 2<sup>nd</sup> and 4<sup>th</sup> quarter reports.

**A. Number of Clients Served – by Households and Individuals**

Number of clients/participants served each fiscal year. The Core Clarity System will be the system of record for these targets.

	<b>Households</b>	<b>Individuals</b>
Number of Households & Individuals Who Receive Core Service Agency Safety Net Services	1290	3100
* Additional Households & Individuals Who Will Receive Core Service Agency Services Based on General Fund Offset Funds	100	300
Total	1390	3400

\* General Fund Offset funds are variable each fiscal year and will be determined by the Department of Housing.

**B. Performance Reporting**

County shall have the option to modify performance measures, goals and targets by written notice. County shall notify Contractor in advance of any modifications.

Measure	FY 16-17 Target	FY 17-18 Target	FY 18-19 Target
Percent of individuals who request and receive food. (Of all individuals who request food, what percentage receive food, food program enrollment, or referral for food.)	99%	99%	99%
Data Quality <ul style="list-style-type: none"> <li>• City</li> <li>• Zip</li> </ul>	Less than 10% missing/other	Less than 7% missing/other	Less than 7% missing/other
** Overall customer/client satisfaction. Percent of customer survey respondents rating services as good or better.	80%	80%	80%
*** For clients who receive financial assistance, percent of those contacted who remain housed six months after assistance.	80%	80%	80%

\*\* The customer service measure will be reported on a semi-annual basis in the 2<sup>nd</sup> and fourth quarters. Methodology and structure of survey is of Contractor design.

\*\*\* The survey of clients/participants who remain housed after six months will be reported on a quarterly basis.

Quarterly reporting is due by the 20<sup>th</sup> day following the last day of the quarter.

A year-end report will be submitted to include information of services provided throughout the fiscal year. The year-end report is due July 20 and will be considered the 4<sup>th</sup> quarter report.

Contractor will agree to and participate in Site Review/Contract Compliance Visits with HSA designated staff. Visits will occur at least once per year, with increased frequency if areas for improvement arise.

County may request additional data from Contractor and/or retrieve reports from Clarity to understand client requests and services being provided.

All reports shall be submitted by email to Beth Falls at [bfalls@smcgov.org](mailto:bfalls@smcgov.org)

**Exhibit D**  
**Clarity Human Services System**  
**Usage and Data Sharing Agreement for Core Service Agencies and**  
**Homeless Service Providers**  
**October 2016 version**

In 2014, Core Service Agencies and homeless service providers migrated to the secure, private and confidential Clarity Human Services system network by BitFocus (“Clarity”). This migration to Clarity allows for data sharing across providers.

**Commitment to Data Entry**

The Core Service Agencies and homeless service providers agree to timely enter into Clarity’s secure system accurate data about the clients to whom they provide safety net services and homeless services pursuant to their contracts with the County of San Mateo (“County”). Timely entry of this data is crucial to the Core Service Agencies and homeless service providers’ ability to refer clients to other providers, report accurate performance measures and to capture data on community need.

If any provider experiences difficulty in timely entry of data into Clarity, they will notify HSA of the delay, seek technical assistance if necessary and provide a plan within one week to bring the data entry current as soon as possible.

**Confidentiality of Client Data**

Core Service Agencies and homeless service providers will establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it.

The data in Clarity shall not be disclosed to anyone or any entity except in connection with the administration of the safety net and homeless service programs, as necessary to achieve the provision of homeless and safety net services, or for the analysis of the data to show performance measurements, including that of contract compliance.

The data may be reviewed by San Mateo County personnel on a need to know basis to check performance measurements, community trends, client services, and for the purpose of monitoring contract compliance. Summary results (e.g., non-identifying information such as general statistical data, caseload provide data, funding and expenditure information) is non-confidential may be shared upon request. Data that contains identifying information will be accessible and shared on a need-to-know basis only, and only to the extent permitted by applicable law.

Core Service Agencies and homeless service providers acknowledge that these confidential data are proprietary to the County and agree to comply with all applicable State and Federal confidentiality laws and regulations.

To authorize the parties to this Agreement to share individually identifiable client information, clients who are entered into the system must sign a Client Consent for Clarity System Data Collection and Release of Information form that will be kept with their records in Clarity and/or in their paper file. The release informs the client that partner agencies in San Mateo County will have access on a need-to-know basis to their records in the secure system. If a client refuses to sign a release, services will not be denied and the client will be entered into Clarity as a private client.

### Agencies Entering and Accessing Data in Clarity

CORE SERVICE AGENCIES	HOMELESS SERVICE PROVIDERS
<ul style="list-style-type: none"> <li>• Coastside Hope</li> <li>• Daly City Community Services Center</li> <li>• Fair Oaks Community Center</li> <li>• Puente de la Costa Sur</li> <li>• Tides/Pacifica Resource Center</li> <li>• Samaritan House</li> <li>• El Concilio of San Mateo County</li> <li>• YMCA Community Resource Center</li> </ul>	<ul style="list-style-type: none"> <li>• Abode Services</li> <li>• StarVista</li> <li>• San Mateo County Human Services Agency</li> <li>• Housing Authority of the County Of San Mateo</li> <li>• San Mateo County Department of Housing</li> <li>• San Mateo County Health System, Behavioral Health And Recovery Services</li> <li>• Mateo Lodge</li> <li>• Home and Hope</li> <li>• LifeMoves (formerly known as InnVision Shelter Network)</li> <li>• Mental Health Association of San Mateo County</li> <li>• Next Step Center, Veterans Resource Center of America</li> <li>• Project WeHOPE</li> <li>• Samaritan House</li> <li>• Service League Of San Mateo County</li> </ul>

Efforts are made to keep this list current, however there may be Core Service Agencies and/or homeless service providers that begin to participate in the data system in the future.

### Licensing

Only agency staff who provide safety net or homeless services shall be granted access to Clarity. When an agency is requesting a Clarity license for a new staff, the agency director or manager will review with the staff the confidentiality and security rules regarding Clarity and will send the completed, signed Clarity oath of confidentiality form to HSA to request a new account.

**ACCESS TO THE CLARITY SYSTEM AFTER EMPLOYMENT ENDS IS PROHIBITED.** If an authorized user separates from employment with a Core Service Agency or homeless service provider, notification must be made as soon as possible to the HSA Service Desk in advance of the employee leaving. The request will provide a license termination date.

If any license goes unused for more than 90 days, that license may be deactivated. The agency holding the license will be notified prior to deactivation of the license and the agency will have 5 business days

to respond with a request if the license is to be continued.

### **System Configuration Change Requests**

All agencies Change Requests (CR) will be evaluated by HSA. For the cost of all Change Requests (CRs) unique to one or a group of agencies and for non-Core or non-HMIS standard programs, payment shall be made by the requesting agency(ies).

### **User Support**

If a Core Service Agency or homeless service provider experiences any technical difficulty with the system, a service request must be sent to the Human Services Agency, Business Systems Group at [hsa\\_servicedesk@smcgov.org](mailto:hsa_servicedesk@smcgov.org) or (650) 802-7573.

### **Contractor/Service Provider Agreement**

The Core Service Agencies and homeless service providers agree to train their staff and to establish internal processes and procedures to ensure all staff and volunteers safeguard clients' confidentiality and privacy and enter accurate, complete data. It is understood that accessing Clarity's secure, private and confidential network is for the sole purpose of serving clients. All authorized individuals accessing the Clarity network of Core Service Agencies and homeless service providers must have a legitimate business reason when searching and accessing information. All activity is logged and participating agencies understand and agree that this audit trail can be viewed at any time by authorized County personnel.

## ATTACHMENT I

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

The undersigned (hereinafter called "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.

Name of 504 Person:

Fatima Soares

Name of Contractor(s):

Coastside Hope

Street Address or P.O. Box:

99 Ave. Alhambra  
P.O. Box 1089

City, State, Zip Code:

El Granada CA 94018

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

Signature:

Fatima Soares

Title of Authorized Official:

Executive Director

Date:

10-19-16

\*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 ~ Insurance Certification Questionnaire

Contractor Name: Coastside Hope

Contract Number:

Date this Form Was Completed: 10/3/2016

Name of Person Completing Form: Deborah Patten

1. Does the contractor carry \$1,000,000 or more in comprehensive general liability insurance? <i>(For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting where the facility will cover the general liability?)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO*
2. Does the contractor travel by car to provide contract services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	YES	NO
a) If yes, does the contractor carry \$1,000,000 or more in motor vehicle liability insurance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO*
3. Does the contractor have 2 or more employees?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO
a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO*
4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	YES	NO
a) If yes, does the contractor carry professional liability insurance?	<input type="checkbox"/>	<input type="checkbox"/>
	YES	NO*
5. Did you make any changes to the Hold Harmless clause in the contract template?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	YES	NO
a) If yes, did Risk Management and County Counsel approve changes to the contract template?	<input type="checkbox"/>	<input type="checkbox"/>
	YES	NO*
6. Is San Mateo County named as the certificate holder and additional insured?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO*

If "No\*" is checked in any of the red asterisk boxes (#1, #2a, #3a, #4a, #5a, or #6) – call Risk Management for further instructions...otherwise, this form is complete. Attach the completed form to the insurance certificate and keep both documents with the contract packet.

**NOTE:** If the contractor is not required to carry Motor Vehicle or Professional Liability insurance for this contract, you may remove the text in the SCT insurance section that refers to Motor Vehicle and Professional Liability insurance.

**COMMENTS:**

Section below is for Risk Management authorization – send to Risk Management **ONLY IF INSTRUCTED TO DO SO**

Risk Management has reviewed and approved modification or waiver of insurance requirements for this contract.

Risk Management Signature:

Date:





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

County of San Mateo  
455 County Center  
Redwood City, CA 94063

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PACIFICA RESOURCE CENTER**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Pacifica Resource Center, hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent Contractors for the furnishing of such services to or for County or any Department thereof; and \_\_\_\_\_

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing critical safety net services to vulnerable, low income County residents including emergency food, shelter, clothing, transportation, utilities and housing assistance. The amount of this agreement is \$372,625 for the term of November 15, 2016 through June 30, 2019.

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

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A: Services
- Exhibit B: Payments and Rates
- Exhibit C: Performance Reporting
- Exhibit D: Clarity Human Services System Usage and Data Sharing Agreement for Core Service Agencies and Homeless Service Providers
- Attachment I—§ 504 Compliance

**2. Services to be performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **THREE HUNDRED SEVENTY TWO THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS (\$372,625)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **November 15, 2016, through June 30, 2019.**

**5. Termination**

This Agreement may be terminated by Contractor or by the Human Services Agency Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the

performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor

Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subContractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

**11. Compliance With Laws**

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, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. 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. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

## **12. Non-Discrimination and Other Requirements**

### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

### **b. 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 upon request.

### **c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to Contractors who are providing services to members of the public under this Agreement.

### **d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

### **e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subContractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Contractors and subContractors to employ and advance in employment qualified individuals with disabilities.

### **f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

### **g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

### **13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

### **14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and



Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

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

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

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

In the case of County, to:

Name/Title:	Jessica Silverberg, Manager
Address:	1 Davis Drive Belmont, CA 94002
Telephone:	(650) 802-3378
Facsimile:	(650) 631-5771
Email:	jsilverberg@smcgov.org

In the case of Contractor, to:

Name/Title: Anita Rees, Executive Director  
Address: 1809 Palmetto Avenue  
Pacifica, CA 9404  
Telephone: (650) 738-7470  
Email: [anita@pacresourcecenter.org](mailto:anita@pacresourcecenter.org)

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: PACIFICA RESOURCE CENTER

  
Contractor Signature

10/26/16  
Date

Anita M. Rees  
Contractor Name (please print)

---

COUNTY OF SAN MATEO

By: \_\_\_\_\_

President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Clerk of Said Board

## Exhibit A Services

### Program/Project Description November 15, 2016 – June 30, 2019

#### City of Daly City – Daly City Community Service Center

1. **Clients to be Served:** Low-income County residents who need assistance meeting basic human needs (safety net services) relating to housing, food, shelter, clothing, financial support, energy assistance, advocacy, case management, counseling, and follow-up.

Contractor's primary service area is Daly City, Colma and Broadmoor.

Contractor will provide emergency services to any County resident who is homeless and is seeking services, whether or not the homeless individual was staying within the primary service area. Contractor may continue to serve any homeless person should transportation to another Core Service Agency prove difficult for them.

In addition, if a County resident from an area outside of the primary service area of that Core Service Agency seeks services, Contractor will provide one-time services to meet any immediate needs and will then refer the resident to the Core Service Agency that serves his/her home area.

2. **Client Services:** Contractor will perform an assessment and determine the needs of the clients in the following areas.

#### Public Benefits

Provide information to residents about public benefits. Refer residents to appropriate public agencies to obtain these benefits and provide assistance with the completion of applications and other forms, whether by phone, on-line or paper, to begin receiving these benefits. This includes, but is not limited to, CalFresh, CalWORKs, General Assistance, health coverage programs, such as Covered California, ACE, and Medi-Cal, and Cash Assistance Program for Immigrants (CAPI) and Women, infants and Children (WIC) benefits.

Refer clients who may be eligible for public benefits to HSA. Offer information regarding how to access benefits and offer opportunities to apply.

For clients who are veterans, refer to County Veterans Service Office for any questions or needs related to veterans' benefits.

#### Coordinated Entry/ Shelter

Complete assessments of individuals/households seeking shelter. When shelter is needed, Contractor will refer to shelter services following the

shelter assessment and referral process as established by HSA, including following the Coordinated Entry System to be established by HSA.

Complete referrals for additional homeless services.

#### Housing

Refer and provide information on affordable housing options. This includes but is not limited to Department of Housing website, SMCHousingSearch.org, Moving-To-Work application online, HIP Housing, MidPen Housing.

For veterans who are homeless, also refer to SSVF and VASH program.

#### Food

Maintain a supply of non-perishable food on site that can be distributed to clients with immediate food needs. If space limits do not allow food to be kept onsite, Contractor will have a referral list of immediate food access points for clients with an immediate need.

Utilize Second Harvest and/or other resources to obtain food.

Assist clients with applying for and accessing food via Second Harvest and other community food programs. When possible, include access to fresh produce.

#### Financial Assistance

Provide rent assistance, mortgage assistance, security deposits, utilities assistance, car repair, and other emergency financial needs using all available funding sources such as Measure A Homeless Prevention Assistance Program, Season of Sharing, Community Services Block Grant (CSBG), Housing Industry Fund (HIF), and other available funding, following the guidelines and eligibility criteria established for each funding source.

Refer clients to utility assistance programs and liaise with the appropriate entities such as Central Coast Energy Services to submit the application and assist clients with completing the application process.

#### Material Goods

Assist clients with accessing resources for clothing, diapers, and other emergency material needs.

#### Transportation

Provide referrals to transportation programs, including Redi-Wheels.

Arrange for emergency transportation and assistance with the cost of fares.

Participate in the Lifeline Transportation Program for taxi vouchers, bus passes, and bus tickets, when available.

#### Tax Credits

Assist tax filing and access to tax credits via referral.

Promote tax preparation services to clients/the community to encourage access to tax credit programs.

#### Inclement Weather

Participate in the Inclement Weather Program.

#### Outreach

Attend community meetings regarding safety net services and provide information to community members regarding how to access safety net and homeless services.

#### Information & Referral

Provide information and referrals to meet the needs of clients, including the services above, as well as adult education, employment, physical and behavioral health needs, and other needs.

- 3. Effects of Service:** Services will allow county residents in crisis to stabilize their situation over the short-term and to receive assistance in working towards long-term solutions to emergency situations.

### 4. Additional Contractor Responsibilities

#### Data Quality

Contractor will enter accurate data into the Clarity System in a timely manner about all the clients to whom they provide safety net services as described in Exhibit D, Clarity Human Services System, Usage and Data Sharing Agreement for Core Service Agencies and Homeless Service Providers.

Contractor will train staff on data entry and Core Service Agency policies and procedures. Contractor will review their data regularly and ensure that the data reflects the work of the agency.

#### Public Benefits

Maintain staff knowledge of key public benefits that include but are not limited to CalFresh, CalWORKs, General Assistance, health coverage programs (Covered California, ACE, Medi-Cal, etc.), Cash Assistance Program for Immigrants (CAPI), and Women Infants and Children (WIC) to assist with identifying potentially eligible individuals.

#### Organizational

Policies and Procedures

Contractor will maintain written policies regarding the client grievance process; health and safety including fire and earthquake safety and evacuation; sanitary handling and safe storage of food; client rights; child abuse reporting; and client confidentiality.

Collaboration

Contractor will participate in the Homeless System Redesign and other County initiatives regarding safety net and homeless services planning.

Contractor will participate in County provider meetings for safety net and homeless services providers.

Contractor will participate in Point In Time/One Day Homeless Count and Survey.

Contractor will participate in Homeless Outreach Team (HOT) multi-disciplinary meetings and work collaboratively with HOT staff to provide any documentation available that helps establish eligibility for vouchers for homeless Core clients.

211 & SMC-Connect

Contractor will maintain current agency information in 211 and SMC-Connect.

Web Site

Contractor will have a minimum of one web page that provides basic information about location, contact information, services, hours of operation and other helpful safety net resources that can be accessed in the event the agency is closed, such as the contact information for St. Vincent de Paul, 211 and SMC-Connect.

Hours of Operation and Coverage

Contractor will provide the County a schedule of operations that includes hours of service for each weekday. For any weekday hours between 9:00 am - 4:00 pm that the Contractor is not open for services, the schedule will include the Contractor's plan for coverage for immediate needs (shelter/increment weather requests, food requests) for community members who call or go to the Contractor's office seeking assistance during those hours. The plan will also include coverage for immediate needs during any additional time that the Contractor will not be open for services (i.e. staff training, holidays observed by the Contractor that are not County holidays). If the Contractor's hours of operations change, Contractor will provide the County with an updated schedule of operations and coverage within 5 business days.

Staff Changes

Contractor will notify HSA of changes in staff who provide Core services.

For staff who have a Clarity log in and who are leaving the agency, going out on a leave, or changing roles to another part of the agency, the Contractor will notify HSA immediately upon the staff's departure. For planned departures, the Contractor will notify HSA at least a week in advance so that the Clarity log on can be deactivated on the departure date.

Service  
Integration

Contractor will coordinate training to ensure that its staff is knowledgeable and up to date on the services provided by HSA and other community agencies.



**Exhibit B**  
**Payments and Rates**  
**November 15, 2016- June 30, 2019**  
**Pacifica Resource Center**

In consideration of the services provided by Contractor as shown in Exhibit A and subject to the terms of the Agreement, the County shall pay Contractor based on the following payment schedule and terms.

**A. General Payment Terms**

**1. Invoicing**

Invoices will include line item accounting for quarterly expenses. Invoices will not be paid that do not include this detail.

**2. Quality of Work and Performance**

County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If County should find that that the quantity or quality of work is unacceptable, County shall notify Contractor in writing with a detailed statement of what needs to be resolved. Contractor shall respond to County within 15 days of receipt of statement with a corrective action plan unless otherwise notified of a different timeline by County. Corrective action plans must be accepted by the County in writing. Contractor is not entitled to payment for services that are not rendered under this agreement.

**3. Right of County to Adjust Funding**

County shall have the option to adjust funding across quarters and fiscal years to meet program service goals as long as it does not exceed the total contract obligation.

**4. Right of County to Request Additional Services**

County may request a change to the scope of services to meet its program goals. County may adjust payment terms for the programs described within this Agreement to accommodate the change to the scope of services as agreed upon by the parties as long as it does not exceed the total agreement obligation and is not otherwise restricted by any grant or specific funding agreements.

**B. Reporting**

- **Reports are a requirement of this Agreement. Delays in submitting complete reports will delay payments of any outstanding invoices to Contractor.**
- Quarterly performance reporting details are located in Exhibit C, Performance Reporting.

- An annual line item budget and an indirect cost methodology will be provided by Contractor to HSA showing the planned usage of this contract's funding.
- Contractor will provide HSA with annual audited financial statements in accordance with generally accepted government auditing standards annually within nine months after the fiscal year end.
- Contractor will submit semi-annually a schedule of County grant programs showing award name, award amount, award date, expenditures life-to-date, amounts received life-to-date.
- In order to ensure long-term financial planning and sustainability, Contractor will provide a written financial flexibility plan that describes the risk of losing any revenue source and details the actions Contractor will take if a revenue source is lost.

### C. Payment and Reporting Schedule

Contractor shall invoice County quarterly based on the payment schedule tables for each fiscal year. Itemized invoices will include a detailed accounting of expenses and funding use. Expenses must be in accordance with services outlined in this agreement or expenses may be disallowed. Reporting requirements from Exhibit C are included in the invoice and reporting schedule below. County shall pay Contractor upon receipt and approval of invoices and all required reporting.

#### Payment and Reporting Schedule for FY16-17

Table B1

Fiscal Year	FY16-17		
	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Term	November 15, 2016 through December 31, 2016	January 1, 2017 through March 31, 2017	April 1, 2017 through June 30, 2017
Amount	\$33,875	\$33,875	\$33,875
Detailed Expense Invoice Due	January 20, 2017	April 20, 2017	<b>June 26, 2017</b>
Reporting Due	<p>January 20, 2017</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> <li>▶ FY16-17 Line Item Budget</li> </ul>	<p>April 20, 2017</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Annual Audited Financial Statement</li> <li>▶ County Grant Awards Report</li> </ul>	<p>July 20, 2017</p> <p>A. FY Annual Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> <li>▶ Financial Flexibility Plan</li> </ul>
		FY16-17 Total	\$101,625

## Payment and Reporting Schedule for FY17-18

Table B2

Fiscal Year	FY17-18			
	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Term	July 1, 2017 through September 30, 2017	October 1, 2017 through December 31, 2017	January 1, 2018 through March 31, 2018	April 1, 2018 through June 30, 2018
Amount	\$33,875	\$33,875	\$33,875	\$33,875
Invoice Due	October 20, 2017	January 20, 2018	April 20, 2018	<b>June 25, 2018</b>
Reporting Due	<p>October 20, 2017</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ FY17-18 Line Item Budget</li> <li>▶ County Grant Awards Report</li> </ul>	<p>January 20, 2018</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> </ul>	<p>April 20, 2018</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Annual Audited Financial Statement</li> <li>▶ County Grant Awards Report</li> </ul>	<p>July 20, 2018</p> <p>A. FY Annual Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> </ul>
			FY17-18 Total	\$135,500

## Payment and Reporting Schedule for FY18-19

Table B3

Fiscal Year	FY18-19			
	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Term	July 1, 2018 through September 30, 2018	October 1, 2018 through December 31, 2018	January 1, 2019 through March 31, 2019	April 1, 2019 through June 30, 2019
Amount	\$33,875	\$33,875	\$33,875	\$33,875
Invoice Due	October 20, 2018	January 20, 2019	April 20, 2019	<b>June 24, 2019</b>
Reporting Due	October 20, 2018 A. Quarterly Reporting: <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> B. Additional Reporting: <ul style="list-style-type: none"> <li>▶ FY18-19 Line Item Budget</li> <li>▶ County Grant Awards Report</li> </ul>	January 20, 2019 A. Quarterly Reporting: <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> B. Additional Reporting: <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> </ul>	April 20, 2019 A. Quarterly Reporting: <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> B. Additional Reporting: <ul style="list-style-type: none"> <li>▶ Annual Audited Financial Statement</li> <li>▶ County Grant Awards Report</li> </ul>	July 20, 2019 A. FY Annual Reporting: <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> B. Additional Reporting: <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> </ul>
			FY18-19 Total	\$135,500

### D. Total Agreement Obligation

Payments to Contractor for the term of November 15, 2016 through June 30, 2019 including services, taxes and fees shall not exceed \$372,625.

### E. Submission of Invoices and Reports

All invoices and reports shall be submitted by email to Beth Falls at [bfalls@smcgov.org](mailto:bfalls@smcgov.org)

Contractor shall submit invoices and reporting for approval as indicated in the "Payment and Reporting Schedule" sections of Exhibit B.

**Exhibit C**  
**Performance Reporting**  
**November 15, 2016- June 30, 2019**  
**Pacifica Resource Center**

Quarterly reporting is a requirement of payment. Delays in submission of reports will delay payments of invoices to Contractor. Quarterly reporting must include the following:

- Client services delivered (Clarity Performance Measurement Report).
- Narrative describing highlights and challenges.
- Detailed expense invoice.
- Brief report of any additional funding sources/revenue the agency has secured as well as any decrease in revenue.
- Results for each of the measures listed in the Performance Reporting section below will be submitted quarterly.
- Customer satisfaction will be reported on a semi-annual basis in the 2<sup>nd</sup> and 4<sup>th</sup> quarter reports.

**A. Number of Clients Served – by Households and Individuals**

Number of clients/participants served each fiscal year. The Core Clarity System will be the system of record for these targets.

	<b>Households</b>	<b>Individuals</b>
Number of Households & Individuals Who Receive Core Service Agency Safety Net Services	750	1500
* Additional Households & Individuals Who Will Receive Core Service Agency Services Based on General Fund Offset Funds	100	200
Total	850	1700

\* General Fund Offset funds are variable each fiscal year and will be determined by the Department of Housing.

## B. Performance Reporting

County shall have the option to modify performance measures, goals and targets by written notice. County shall notify Contractor in advance of any modifications.

Measure	FY 16-17 Target	FY 17-18 Target	FY 18-19 Target
Percent of individuals who request and receive food. (Of all individuals who request food, what percentage receive food, food program enrollment, or referral for food.)	99%	99%	99%
Data Quality <ul style="list-style-type: none"> <li>• City</li> <li>• Zip</li> </ul>	Less than 10% missing/other	Less than 7% missing/other	Less than 7% missing/other
** Overall customer/client satisfaction. Percent of customer survey respondents rating services as good or better.	80%	80%	80%
*** For clients who receive financial assistance, percent of those contacted who remain housed six months after assistance.	80%	80%	80%

\*\* The customer service measure will be reported on a semi-annual basis in the 2<sup>nd</sup> and fourth quarters. Methodology and structure of survey is of Contractor design.

\*\*\* The survey of clients/participants who remain housed after six months will be reported on a quarterly basis.

Quarterly reporting is due by the 20<sup>th</sup> day following the last day of the quarter.

A year-end report will be submitted to include information of services provided throughout the fiscal year. The year-end report is due July 20 and will be considered the 4<sup>th</sup> quarter report.

Contractor will agree to and participate in Site Review/Contract Compliance Visits with HSA designated staff. Visits will occur at least once per year, with increased frequency if areas for improvement arise.

County may request additional data from Contractor and/or retrieve reports from Clarity to understand client requests and services being provided.

All reports shall be submitted by email to Beth Falls at [bfalls@smcgov.org](mailto:bfalls@smcgov.org)

**Exhibit D**  
**Clarity Human Services System**  
**Usage and Data Sharing Agreement for Core Service Agencies and**  
**Homeless Service Providers**  
**October 2016 version**

In 2014, Core Service Agencies and homeless service providers migrated to the secure, private and confidential Clarity Human Services system network by BitFocus (“Clarity”). This migration to Clarity allows for data sharing across providers.

### **Commitment to Data Entry**

The Core Service Agencies and homeless service providers agree to timely enter into Clarity’s secure system accurate data about the clients to whom they provide safety net services and homeless services pursuant to their contracts with the County of San Mateo (“County”). Timely entry of this data is crucial to the Core Service Agencies and homeless service providers’ ability to refer clients to other providers, report accurate performance measures and to capture data on community need.

If any provider experiences difficulty in timely entry of data into Clarity, they will notify HSA of the delay, seek technical assistance if necessary and provide a plan within one week to bring the data entry current as soon as possible.

### **Confidentiality of Client Data**

Core Service Agencies and homeless service providers will establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it.

The data in Clarity shall not be disclosed to anyone or any entity except in connection with the administration of the safety net and homeless service programs, as necessary to achieve the provision of homeless and safety net services, or for the analysis of the data to show performance measurements, including that of contract compliance.

The data may be reviewed by San Mateo County personnel on a need to know basis to check performance measurements, community trends, client services, and for the purpose of monitoring contract compliance. Summary results (e.g., non-identifying information such as general statistical data, caseload provide data, funding and expenditure information) is non-confidential may be shared



upon request. Data that contains identifying information will be accessible and shared on a need-to-know basis only, and only to the extent permitted by applicable law.

Core Service Agencies and homeless service providers acknowledge that these confidential data are proprietary to the County and agree to comply with all applicable State and Federal confidentiality laws and regulations.

To authorize the parties to this Agreement to share individually identifiable client information, clients who are entered into the system must sign a Client Consent for Clarity System Data Collection and Release of Information form that will be kept with their records in Clarity and/or in their paper file. The release informs the client that partner agencies in San Mateo County will have access on a need-to-know basis to their records in the secure system. If a client refuses to sign a release, services will not be denied and the client will be entered into Clarity as a private client.

### Agencies Entering and Accessing Data in Clarity

CORE SERVICE AGENCIES	HOMELESS SERVICE PROVIDERS
<ul style="list-style-type: none"> <li>• Coastside Hope</li> <li>• Daly City Community Services Center</li> <li>• Fair Oaks Community Center</li> <li>• Puente de la Costa Sur</li> <li>• Tides/Pacifica Resource Center</li> <li>• Samaritan House</li> <li>• El Concilio of San Mateo County</li> <li>• YMCA Community Resource Center</li> </ul>	<ul style="list-style-type: none"> <li>• Abode Services</li> <li>• StarVista</li> <li>• San Mateo County Human Services Agency</li> <li>• Housing Authority of the County Of San Mateo</li> <li>• San Mateo County Department of Housing</li> <li>• San Mateo County Health System, Behavioral Health And Recovery Services</li> <li>• Mateo Lodge</li> <li>• Home and Hope</li> <li>• LifeMoves (formerly known as InnVision Shelter Network)</li> <li>• Mental Health Association of San Mateo County</li> <li>• Next Step Center, Veterans Resource Center of America</li> <li>• Project WeHOPE</li> <li>• Samaritan House</li> <li>• Service League Of San Mateo County</li> </ul>

Efforts are made to keep this list current, however there may be Core Service Agencies and/or homeless service providers that begin to participate in the data system in the future.

### Licensing

Only agency staff who provide safety net or homeless services shall be granted access to Clarity. When an agency is requesting a Clarity license for a new staff, the agency director or manager will review with the staff the confidentiality and security rules regarding Clarity and will send the completed, signed Clarity oath of confidentiality form to HSA to request a new account.

**ACCESS TO THE CLARITY SYSTEM AFTER EMPLOYMENT ENDS IS PROHIBITED.** If an authorized user separates from employment with a Core Service Agency or homeless service provider, notification must be made as soon as possible to the HSA Service Desk in advance of the employee leaving. The request will provide a license termination date.

If any license goes unused for more than 90 days, that license may be deactivated. The agency holding the license will be notified prior to deactivation of the license and the agency will have 5 business days to respond with a request if the license is to be continued.

## **System Configuration Change Requests**

All agencies Change Requests (CR) will be evaluated by HSA. For the cost of all Change Requests (CRs) unique to one or a group of agencies and for non-Core or non-HMIS standard programs, payment shall be made by the requesting agency(ies).

## **User Support**

If a Core Service Agency or homeless service provider experiences any technical difficulty with the system, a service request must be sent to the Human Services Agency, Business Systems Group at [hsa\\_servicedesk@smcgov.org](mailto:hsa_servicedesk@smcgov.org) or (650) 802-7573.

## **Contractor/Service Provider Agreement**

The Core Service Agencies and homeless service providers agree to train their staff and to establish internal processes and procedures to ensure all staff and volunteers safeguard clients' confidentiality and privacy and enter accurate, complete data. It is understood that accessing Clarity's secure, private and confidential network is for the sole purpose of serving clients. All authorized individuals accessing the Clarity network of Core Service Agencies and homeless service providers must have a legitimate business reason when searching and accessing information. All activity is logged and participating agencies understand and agree that this audit trail can be viewed at any time by authorized County personnel.

# ATTACHMENT I

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

The undersigned (hereinafter called "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.

Name of 504 Person:

Anita M. Rees

Name of Contractor(s):

Pacific Resource Center

Street Address or P.O. Box:

1809 Palmetto Ave.

City, State, Zip Code:

Pacific, CA 94044

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

Signature:

Anita M. Rees

Title of Authorized Official:

Executive Director

Date:

10/26/16

\*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 ~ Insurance Certification Questionnaire

**Contractor Name:** Pacifica Resource Center

**Contract Number:**

**Date this Form Was Completed:** 10/3/2016

**Name of Person Completing Form:** Deborah Patten

1. Does the contractor carry \$1,000,000 or more in comprehensive general liability insurance? <i>(For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting where the facility will cover the general liability?)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
2. Does the contractor travel by car to provide contract services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<b>YES</b>	<b>NO</b>
a) If yes, does the contractor carry \$1,000,000 or more in motor vehicle liability insurance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
3. Does the contractor have 2 or more employees?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO</b>
a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<b>YES</b>	<b>NO</b>
a) If yes, does the contractor carry professional liability insurance?	<input type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
5. Did you make any changes to the Hold Harmless clause in the contract template?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<b>YES</b>	<b>NO</b>
a) If yes, did Risk Management and County Counsel approve changes to the contract template?	<input type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
6. Is San Mateo County named as the certificate holder and additional insured?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>

If "No\*" is checked in any of the red asterisk boxes (#1, #2a, #3a, #4a, #5a, or #6) – call Risk Management for further instructions...otherwise, this form is complete. Attach the completed form to the insurance certificate and keep both documents with the contract packet.

*NOTE: If the contractor is not required to carry Motor Vehicle or Professional Liability insurance for this contract, you may remove the text in the SCT insurance section that refers to Motor Vehicle and Professional Liability insurance.*

**COMMENTS:**

Section below is for Risk Management authorization – send to Risk Management **ONLY IF INSTRUCTED TO DO SO**

*Risk Management has reviewed and approved modification or waiver of insurance requirements for this contract.*

**Risk Management Signature:**

**Date:**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

**County of San Mateo  
455 County Center  
Redwood City, CA 94063**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND EL CONCILIO**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and El Concilio, hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent Contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing critical safety net services to vulnerable, low income County residents including emergency food, shelter, clothing, transportation, utilities and housing assistance. The amount of this agreement is \$437,877 for the term of November 15, 2016 through June 30, 2019.

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

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A: Services
- Exhibit B: Payments and Rates
- Exhibit C: Performance Reporting
- Exhibit D: Clarity Human Services System Usage and Data Sharing Agreement for Core Service Agencies and Homeless Service Providers
- Attachment I—§ 504 Compliance

**2. Services to be performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **FOUR HUNDRED THIRTY SEVEN THOUSAND EIGHT HUNDRED SEVENTY SEVEN DOLLARS (\$437,877)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **November 15, 2016, through June 30, 2019.**

**5. Termination**

This Agreement may be terminated by Contractor or by the Human Services Agency Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:



- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subContractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

**11. Compliance With Laws**

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, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. 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. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

**12. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. 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 upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to Contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subContractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Contractors and subContractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the

Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

### **13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

### **14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

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

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

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

In the case of County, to:

Name/Title: Jessica Silverberg, Manager  
Address: 1 Davis Drive  
Belmont, CA 94002  
Telephone: (650) 802-3378  
Facsimile: (650) 631-5771  
Email: jsilverberg@smcgov.org

In the case of Contractor, to:

Name/Title: Ortensia Lopez, Executive Director  
Address: 1419 Burlingame Avenue  
Burlingame, CA 94010  
Telephone: (650) 330-7431  
Email: [or10sia@aol.com](mailto:or10sia@aol.com) (please cc: [gfgarcia@el-concilio.org](mailto:gfgarcia@el-concilio.org))

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: EL CONCILIO

  
Contractor Signature

10/24/16  
Date

Ortensia Lopez  
Contractor Name (please print)

---

COUNTY OF SAN MATEO

By: \_\_\_\_\_

President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Clerk of Said Board

## Exhibit A Services

### Program/Project Description November 15, 2016 – June 30, 2019

#### El Concilio

- 1. Clients to be Served:** Low-income County residents who need assistance meeting basic human needs (safety net services) relating to housing, food, shelter, clothing, financial support, energy assistance, advocacy, case management, counseling, and follow-up.

Contractor's primary service area is East Palo Alto and Menlo Park.

Contractor will provide emergency services to any County resident who is homeless and is seeking services, whether or not the homeless individual was staying within the primary service area. Contractor may continue to serve any homeless person should transportation to another Core Service Agency prove difficult for them.

In addition, if a County resident from an area outside of the primary service area of that Core Service Agency seeks services, Contractor will provide one-time services to meet any immediate needs and will then refer the resident to the Core Service Agency that serves his/her home area.

- 2. Client Services:** Contractor will perform an assessment and determine the needs of the clients in the following areas.

#### Public Benefits

Provide information to residents about public benefits. Refer residents to appropriate public agencies to obtain these benefits and provide assistance with the completion of applications and other forms, whether by phone, on-line or paper, to begin receiving these benefits. This includes, but is not limited to, CalFresh, CalWORKs, General Assistance, health coverage programs, such as Covered California, ACE, and Medi-Cal, and Cash Assistance Program for Immigrants (CAPI) and Women, infants and Children (WIC) benefits.

Refer clients who may be eligible for public benefits to HSA. Offer information regarding how to access benefits and offer opportunities to apply.

For clients who are veterans, refer to County Veterans Service Office for any questions or needs related to veterans' benefits.

#### Coordinated Entry/ Shelter

Complete assessments of individuals/households seeking shelter. When



shelter is needed, Contractor will refer to shelter services following the shelter assessment and referral process as established by HSA, including following the Coordinated Entry System to be established by HSA.

Complete referrals for additional homeless services.

#### Housing

Refer and provide information on affordable housing options. This includes but is not limited to Department of Housing website, SMCHousingSearch.org, Moving-To-Work application online, HIP Housing, MidPen Housing.

For veterans who are homeless, also refer to SSVF and VASH program.

#### Food

Maintain a supply of non-perishable food on site that can be distributed to clients with immediate food needs. If space limits do not allow food to be kept onsite, Contractor will have a referral list of immediate food access points for clients with an immediate need.

Utilize Second Harvest and/or other resources to obtain food.

Assist clients with applying for and accessing food via Second Harvest and other community food programs. When possible, include access to fresh produce.

#### Financial Assistance

Provide rent assistance, mortgage assistance, security deposits, utilities assistance, car repair, and other emergency financial needs using all available funding sources such as Measure A Homeless Prevention Assistance Program, Season of Sharing, Community Services Block Grant (CSBG), Housing Industry Fund (HIF), and other available funding, following the guidelines and eligibility criteria established for each funding source.

Refer clients to utility assistance programs and liaise with the appropriate entities such as Central Coast Energy Services to submit the application and assist clients with completing the application process.

#### Material Goods

Assist clients with accessing resources for clothing, diapers, and other emergency material needs.

#### Transportation

Provide referrals to transportation programs, including Redi-Wheels.

Arrange for emergency transportation and assistance with the cost of fares.

Participate in the Lifeline Transportation Program for taxi vouchers, bus passes, and bus tickets, when available.

#### Tax Credits

Assist tax filing and access to tax credits via referral.

Promote tax preparation services to clients/the community to encourage access to tax credit programs.

#### Inclement Weather

Participate in the Inclement Weather Program.

#### Outreach

Attend community meetings regarding safety net services and provide information to community members regarding how to access safety net and homeless services.

#### Information & Referral

Provide information and referrals to meet the needs of clients, including the services above, as well as adult education, employment, physical and behavioral health needs, and other needs.

- 3. Effects of Service:** Services will allow county residents in crisis to stabilize their situation over the short-term and to receive assistance in working towards long-term solutions to emergency situations.

### **4. Additional Contractor Responsibilities**

#### Data Quality

Contractor will enter accurate data into the Clarity System in a timely manner about all the clients to whom they provide safety net services as described in Exhibit D, Clarity Human Services System, Usage and Data Sharing Agreement for Core Service Agencies and Homeless Service Providers.

Contractor will train staff on data entry and Core Service Agency policies and procedures. Contractor will review their data regularly and ensure that the data reflects the work of the agency.

#### Public Benefits

Maintain staff knowledge of key public benefits that include but are not limited to CalFresh, CalWORKs, General Assistance, health coverage programs (Covered California, ACE, Medi-Cal, etc.), Cash Assistance Program for Immigrants (CAPI), and Women Infants and Children (WIC) to assist with identifying potentially eligible individuals.

## Organizational Policies and Procedures

Contractor will maintain written policies regarding the client grievance process; health and safety including fire and earthquake safety and evacuation; sanitary handling and safe storage of food; client rights; child abuse reporting; and client confidentiality.

## Collaboration

Contractor will participate in the Homeless System Redesign and other County initiatives regarding safety net and homeless services planning.

Contractor will participate in County provider meetings for safety net and homeless services providers.

Contractor will participate in Point In Time/One Day Homeless Count and Survey.

Contractor will participate in Homeless Outreach Team (HOT) multi-disciplinary meetings and work collaboratively with HOT staff to provide any documentation available that helps establish eligibility for vouchers for homeless Core clients.

## 211 & SMC-Connect

Contractor will maintain current agency information in 211 and SMC-Connect.

## Web Site

Contractor will have a minimum of one web page that provides basic information about location, contact information, services, hours of operation and other helpful safety net resources that can be accessed in the event the agency is closed, such as the contact information for St. Vincent de Paul, 211 and SMC-Connect.

## Hours of Operation and Coverage

Contractor will provide the County a schedule of operations that includes hours of service for each weekday. For any weekday hours between 9:00 am - 4:00 pm that the Contractor is not open for services, the schedule will include the Contractor's plan for coverage for immediate needs (shelter/inclement weather requests, food requests) for community members who call or go to the Contractor's office seeking assistance during those hours. The plan will also include coverage for immediate needs during any additional time that the Contractor will not be open for services (i.e. staff training, holidays observed by the Contractor that are not County holidays). If the Contractor's hours of operations change, Contractor will provide the County with an updated schedule of operations and coverage within 5 business days.

## Staff Changes

Contractor will notify HSA of changes in staff who provide Core services.

For staff who have a Clarity log in and who are leaving the agency, going out on a leave, or changing roles to another part of the agency, the Contractor will notify HSA immediately upon the staff's departure. For planned departures, the Contractor will notify HSA at least a week in advance so that the Clarity log on can be deactivated on the departure date.

Service  
Integration

Contractor will coordinate training to ensure that its staff is knowledgeable and up to date on the services provided by HSA and other community agencies.

**Exhibit B**  
**Payments and Rates**  
**November 15, 2016- June 30, 2019**

**El Concilio**

In consideration of the services provided by Contractor as shown in Exhibit A and subject to the terms of the Agreement, the County shall pay Contractor based on the following payment schedule and terms.

**A. General Payment Terms**

**1. Invoicing**

Invoices will include line item accounting for quarterly expenses. Invoices will not be paid that do not include this detail.

**2. Quality of Work and Performance**

County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If County should find that that the quantity or quality of work is unacceptable, County shall notify Contractor in writing with a detailed statement of what needs to be resolved. Contractor shall respond to County within 15 days of receipt of statement with a corrective action plan unless otherwise notified of a different timeline by County. Corrective action plans must be accepted by the County in writing. Contractor is not entitled to payment for services that are not rendered under this agreement.

**3. Right of County to Adjust Funding**

County shall have the option to adjust funding across quarters and fiscal years to meet program service goals as long as it does not exceed the total contract obligation.

**4. Right of County to Request Additional Services**

County may request a change to the scope of services to meet its program goals. County may adjust payment terms for the programs described within this Agreement to accommodate the change to the scope of services as agreed upon by the parties as long as it does not exceed the total agreement obligation and is not otherwise restricted by any grant or specific funding agreements.

**B. Reporting**

- **Reports are a requirement of this Agreement. Delays in submitting complete reports will delay payments of any outstanding invoices to Contractor.**

- Quarterly performance reporting details are located in Exhibit C, Performance Reporting.
- An annual line item budget and an indirect cost methodology will be provided by Contractor to HSA showing the planned usage of this contract's funding.
- Contractor will provide HSA with annual audited financial statements in accordance with generally accepted government auditing standards annually within nine months after the fiscal year end.
- Contractor will submit semi-annually a schedule of County grant programs showing award name, award amount, award date, expenditures life-to-date, amounts received life-to-date.
- In order to ensure long-term financial planning and sustainability, Contractor will provide a written financial flexibility plan that describes the risk of losing any revenue source and details the actions Contractor will take if a revenue source is lost.

### C. Payment and Reporting Schedule

Contractor shall invoice County quarterly based on the payment schedule tables for each fiscal year. Itemized invoices will include a detailed accounting of expenses and funding use. Expenses must be in accordance with services outlined in this agreement or expenses may be disallowed. Reporting requirements from Exhibit C are included in the invoice and reporting schedule below. County shall pay Contractor upon receipt and approval of invoices and all required reporting.

#### Payment and Reporting Schedule for FY16-17

Table B1

Fiscal Year	FY16-17		
	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Term	November 15, 2016 through December 31, 2016	January 1, 2017 through March 31, 2017	April 1, 2017 through June 30, 2017
Amount	\$39,807	\$39,807	\$39,807
Detailed Expense Invoice Due	January 20, 2017	April 20, 2017	<b>June 26, 2017</b>
Reporting Due	<p>January 20, 2017</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> <li>▶ FY16-17 Line Item Budget</li> </ul>	<p>April 20, 2017</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Annual Audited Financial Statement</li> <li>▶ County Grant Awards Report</li> </ul>	<p>July 20, 2017</p> <p>A. FY Annual Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> <li>▶ Financial Flexibility Plan</li> </ul>
		FY16-17 Total	\$119,421

## Payment and Reporting Schedule for FY17-18

Table B2

Fiscal Year	FY17-18			
	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Term	July 1, 2017 through September 30, 2017	October 1, 2017 through December 31, 2017	January 1, 2018 through March 31, 2018	April 1, 2018 through June 30, 2018
Amount	\$39,807	\$39,807	\$39,807	\$39,807
Invoice Due	October 20, 2017	January 20, 2018	April 20, 2018	<b>June 25, 2018</b>
Reporting Due	<p>October 20, 2017</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ FY17-18 Line Item Budget</li> <li>▶ County Grant Awards Report</li> </ul>	<p>January 20, 2018</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> </ul>	<p>April 20, 2018</p> <p>A. Quarterly Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Annual Audited Financial Statement</li> <li>▶ County Grant Awards Report</li> </ul>	<p>July 20, 2018</p> <p>A. FY Annual Reporting:</p> <ul style="list-style-type: none"> <li>▶ Narrative</li> <li>▶ Numbers Served</li> <li>▶ Performance Measures Results</li> </ul> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> </ul>
			FY17-18 Total	\$159,228



## Payment and Reporting Schedule for FY18-19

Table B3

Fiscal Year	FY18-19			
	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Term	July 1, 2018 through September 30, 2018	October 1, 2018 through December 31, 2018	January 1, 2019 through March 31, 2019	April 1, 2019 through June 30, 2019
Amount	\$39,807	\$39,807	\$39,807	\$39,807
Invoice Due	October 20, 2018	January 20, 2019	April 20, 2019	<b>June 24, 2019</b>
Reporting Due	October 20, 2018 A. Quarterly Reporting: ▶ Narrative ▶ Numbers Served ▶ Performance Measures Results B. Additional Reporting: ▶ FY18-19 Line Item Budget ▶ County Grant Awards Report	January 20, 2019 A. Quarterly Reporting: ▶ Narrative ▶ Numbers Served ▶ Performance Measures Results B. Additional Reporting: ▶ Customer/Client Satisfaction Report	April 20, 2019 A. Quarterly Reporting: ▶ Narrative ▶ Numbers Served ▶ Performance Measures Results B. Additional Reporting: ▶ Annual Audited Financial Statement ▶ County Grant Awards Report	July 20, 2019 A. FY Annual Reporting: ▶ Narrative ▶ Numbers Served ▶ Performance Measures Results B. Additional Reporting: ▶ Customer/Client Satisfaction Report
			FY18-19 Total	\$159,228

### D. Total Agreement Obligation

Payments to Contractor for the term of November 15, 2016 through June 30, 2019 including services, taxes and fees shall not exceed \$437,877.

### E. Submission of Invoices and Reports

All invoices and reports shall be submitted by email to Beth Falls at [bfalls@smcgov.org](mailto:bfalls@smcgov.org)

Contractor shall submit invoices and reporting for approval as indicated in the "Payment and Reporting Schedule" sections of Exhibit B.

**Exhibit C**  
**Performance Reporting**  
**November 15, 2016- June 30, 2019**  
**EI Concilio**

Quarterly reporting is a requirement of payment. Delays in submission of reports will delay payments of invoices to Contractor. Quarterly reporting must include the following:

- Client services delivered (Clarity Performance Measurement Report).
- Narrative describing highlights and challenges.
- Detailed expense invoice.
- Brief report of any additional funding sources/revenue the agency has secured as well as any decrease in revenue.
- Results for each of the measures listed in the Performance Reporting section below will be submitted quarterly.
- Customer satisfaction will be reported on a semi-annual basis in the 2<sup>nd</sup> and 4<sup>th</sup> quarter reports.

**A. Number of Clients Served – by Households and Individuals**

Number of clients/participants served each fiscal year. The Core Clarity System will be the system of record for these targets.

	<b>Households</b>	<b>Individuals</b>
Number of Households & Individuals Who Receive Core Service Agency Safety Net Services	904	1998
* Additional Households & Individuals Who Will Receive Core Service Agency Services Based on General Fund Offset Funds	100	200
Total	1004	2198

\* General Fund Offset funds are variable each fiscal year and will be determined by the Department of Housing.

## B. Performance Reporting

County shall have the option to modify performance measures, goals and targets by written notice. County shall notify Contractor in advance of any modifications.

Measure	FY 16-17 Target	FY 17-18 Target	FY 18-19 Target
Percent of individuals who request and receive food. (Of all individuals who request food, what percentage receive food, food program enrollment, or referral for food.)	99%	99%	99%
Data Quality <ul style="list-style-type: none"> <li>• City</li> <li>• Zip</li> </ul>	Less than 10% missing/other	Less than 7% missing/other	Less than 7% missing/other
** Overall customer/client satisfaction. Percent of customer survey respondents rating services as good or better.	80%	80%	80%
*** For clients who receive financial assistance, percent of those contacted who remain housed six months after assistance.	80%	80%	80%

\*\* The customer service measure will be reported on a semi-annual basis in the 2<sup>nd</sup> and fourth quarters. Methodology and structure of survey is of Contractor design.

\*\*\* The survey of clients/participants who remain housed after six months will be reported on a quarterly basis.

Quarterly reporting is due by the 20<sup>th</sup> day following the last day of the quarter.

A year-end report will be submitted to include information of services provided throughout the fiscal year. The year-end report is due July 20 and will be considered the 4<sup>th</sup> quarter report.

Contractor will agree to and participate in Site Review/Contract Compliance Visits with HSA designated staff. Visits will occur at least once per year, with increased frequency if areas for improvement arise.

County may request additional data from Contractor and/or retrieve reports from Clarity to understand client requests and services being provided.

All reports shall be submitted by email to Beth Falls at [bfalls@smcgov.org](mailto:bfalls@smcgov.org)

**Exhibit D**  
**Clarity Human Services System**  
**Usage and Data Sharing Agreement for Core Service Agencies and**  
**Homeless Service Providers**  
**October 2016 version**

In 2014, Core Service Agencies and homeless service providers migrated to the secure, private and confidential Clarity Human Services system network by BitFocus (“Clarity”). This migration to Clarity allows for data sharing across providers.

**Commitment to Data Entry**

The Core Service Agencies and homeless service providers agree to timely enter into Clarity’s secure system accurate data about the clients to whom they provide safety net services and homeless services pursuant to their contracts with the County of San Mateo (“County”). Timely entry of this data is crucial to the Core Service Agencies and homeless service providers’ ability to refer clients to other providers, report accurate performance measures and to capture data on community need.

If any provider experiences difficulty in timely entry of data into Clarity, they will notify HSA of the delay, seek technical assistance if necessary and provide a plan within one week to bring the data entry current as soon as possible.

**Confidentiality of Client Data**

Core Service Agencies and homeless service providers will establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it.

The data in Clarity shall not be disclosed to anyone or any entity except in connection with the administration of the safety net and homeless service programs, as necessary to achieve the provision of homeless and safety net services, or for the analysis of the data to show performance measurements, including that of contract compliance.

The data may be reviewed by San Mateo County personnel on a need to know basis to check performance measurements, community trends, client services, and for the purpose of monitoring contract compliance. Summary results (e.g., non-identifying information such as general statistical data, caseload provide data, funding and expenditure information) is non-confidential may be shared upon request. Data that contains identifying information will be accessible and shared on a need-to-know basis only, and only to the extent permitted by applicable law.

Core Service Agencies and homeless service providers acknowledge that these confidential data are proprietary to the County and agree to comply with all applicable State and Federal confidentiality laws and regulations.

To authorize the parties to this Agreement to share individually identifiable client information, clients who are entered into the system must sign a Client Consent for Clarity System Data Collection and Release of Information form that will be kept with their records in Clarity and/or in their paper file. The release informs the client that partner agencies in San Mateo County will have access on a need-to-know basis to their records in the secure system. If a client refuses to sign a release, services will not be denied and the client will be entered into Clarity as a private client.

### Agencies Entering and Accessing Data in Clarity

CORE SERVICE AGENCIES	HOMELESS SERVICE PROVIDERS
<ul style="list-style-type: none"> <li>• Coastside Hope</li> <li>• Daly City Community Services Center</li> <li>• Fair Oaks Community Center</li> <li>• Puente de la Costa Sur</li> <li>• Tides/Pacifica Resource Center</li> <li>• Samaritan House</li> <li>• El Concilio of San Mateo County</li> <li>• YMCA Community Resource Center</li> </ul>	<ul style="list-style-type: none"> <li>• Abode Services</li> <li>• StarVista</li> <li>• San Mateo County Human Services Agency</li> <li>• Housing Authority of the County Of San Mateo</li> <li>• San Mateo County Department of Housing</li> <li>• San Mateo County Health System, Behavioral Health And Recovery Services</li> <li>• Mateo Lodge</li> <li>• Home and Hope</li> <li>• LifeMoves (formerly known as InnVision Shelter Network)</li> <li>• Mental Health Association of San Mateo County</li> <li>• Next Step Center, Veterans Resource Center of America</li> <li>• Project WeHOPE</li> <li>• Samaritan House</li> <li>• Service League Of San Mateo County</li> </ul>

Efforts are made to keep this list current, however there may be Core Service Agencies and/or homeless service providers that begin to participate in the data system in the future.

### Licensing

Only agency staff who provide safety net or homeless services shall be granted access to Clarity. When an agency is requesting a Clarity license for a new staff, the agency director or manager will review with the staff the confidentiality and security rules regarding Clarity and will send the completed, signed Clarity oath of confidentiality form to HSA to request a new account.

**ACCESS TO THE CLARITY SYSTEM AFTER EMPLOYEMENT ENDS IS PROHIBITED.** If an authorized user separates from employment with a Core Service Agency or homeless service provider, notification must be made as soon as possible to the HSA Service Desk in advance of the employee leaving. The request will provide a license termination date.

If any license goes unused for more than 90 days, that license may be deactivated. The agency holding the license will be notified prior to deactivation of the license and the agency will have 5 business days

to respond with a request if the license is to be continued.

### **System Configuration Change Requests**

All agencies Change Requests (CR) will be evaluated by HSA. For the cost of all Change Requests (CRs) unique to one or a group of agencies and for non-Core or non-HMIS standard programs, payment shall be made by the requesting agency(ies).

### **User Support**

If a Core Service Agency or homeless service provider experiences any technical difficulty with the system, a service request must be sent to the Human Services Agency, Business Systems Group at [hsa\\_servicedesk@smcgov.org](mailto:hsa_servicedesk@smcgov.org) or (650) 802-7573.

### **Contractor/Service Provider Agreement**

The Core Service Agencies and homeless service providers agree to train their staff and to establish internal processes and procedures to ensure all staff and volunteers safeguard clients' confidentiality and privacy and enter accurate, complete data. It is understood that accessing Clarity's secure, private and confidential network is for the sole purpose of serving clients. All authorized individuals accessing the Clarity network of Core Service Agencies and homeless service providers must have a legitimate business reason when searching and accessing information. All activity is logged and participating agencies understand and agree that this audit trail can be viewed at any time by authorized County personnel.

# ATTACHMENT I

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

The undersigned (hereinafter called "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.

Name of 504 Person:

GLORIA FLORES - GARCIA

Name of Contractor(s):

EL CONCIPIO of San Mateo County

Street Address or P.O. Box:

1419 Burlingame Ave. Ste N

City, State, Zip Code:

Burlingame, Ca 94010

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

Signature:



Title of Authorized Official:

EXECUTIVE DIRECTOR

Date:

10/26/16

\*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 ~ Insurance Certification Questionnaire

Contractor Name: El Concilio

Contract Number:

Date this Form Was Completed: 10/3/2016

Name of Person Completing Form: Deborah Patten

1. Does the contractor carry \$1,000,000 or more in comprehensive general liability insurance? <i>(For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting where the facility will cover the general liability?)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO*
2. Does the contractor travel by car to provide contract services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	YES	NO
a) If yes, does the contractor carry \$1,000,000 or more in motor vehicle liability insurance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO*
3. Does the contractor have 2 or more employees?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO
a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO*
4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	YES	NO
a) If yes, does the contractor carry professional liability insurance?	<input type="checkbox"/>	<input type="checkbox"/>
	YES	NO*
5. Did you make any changes to the Hold Harmless clause in the contract template?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	YES	NO
a) If yes, did Risk Management and County Counsel approve changes to the contract template?	<input type="checkbox"/>	<input type="checkbox"/>
	YES	NO*
6. Is San Mateo County named as the certificate holder and additional insured?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO*

If "No\*" is checked in any of the red asterisk boxes (#1, #2a, #3a, #4a, #5a, or #6) – call Risk Management for further instructions...otherwise, this form is complete. Attach the completed form to the insurance certificate and keep both documents with the contract packet.

*NOTE: If the contractor is not required to carry Motor Vehicle or Professional Liability insurance for this contract, you may remove the text in the SCT insurance section that refers to Motor Vehicle and Professional Liability insurance.*

**COMMENTS:**

Section below is for Risk Management authorization – send to Risk Management **ONLY IF INSTRUCTED TO DO SO**

*Risk Management has reviewed and approved modification or waiver of insurance requirements for this contract.*

Risk Management Signature:

Date:





P.O. BOX 8192, PLEASANTON, CA 94588

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-01-2016

GROUP:  
 POLICY NUMBER: 9016963-2016  
 CERTIFICATE ID: 37  
 CERTIFICATE EXPIRES: 07-01-2017  
 07-01-2016/07-01-2017

COUNTY OF SAN MATEO  
 HUMAN SERVICES AGENCY  
 1 DAVIS DR  
 BELMONT CA 94002-3001

NA

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2013-07-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:  
 COUNTY OF SAN MATEO

EMPLOYER

EL CONCILIO OF SAN MATEO COUNTY INC  
 1419 BURLINGAME AVE STE N  
 BURLINGAME CA 94010

NA



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kevin Osborne(9659334) 1419 Burlingame Ave # 0  Burlingame CA 94010-4150		<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 650-347-1717 FAX (A/C, No): 650-347-1707 E-MAIL ADDRESS: kosborne@farmersagent.com																						
<b>INSURED</b>  EL CONCILIO OF SAN MATEO 1419 BURLINGAME AVE STE N  BURLINGAME CA 94010		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Truck Insurance Exchange</td> <td>21709</td> </tr> <tr> <td>INSURER B :</td> <td>Farmers Insurance Exchange</td> <td>21652</td> </tr> <tr> <td>INSURER C :</td> <td>Mid Century Insurance Company</td> <td>21687</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Truck Insurance Exchange	21709	INSURER B :	Farmers Insurance Exchange	21652	INSURER C :	Mid Century Insurance Company	21687	INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																								
INSURER E :																								
INSURER F :																								

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<b>GENERAL LIABILITY</b>			QES019225103	06/04/2016	06/04/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
C	<b>AUTOMOBILE LIABILITY</b>			604744313	06/05/2016	06/05/2017	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS	Y				BODILY INJURY (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$ 1,000,000
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				OTHER \$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER NAMED AS ADDITIONALLY INSURED.

**CERTIFICATE HOLDER****CANCELLATION**
 COUNTY OF SAN MATEO COUNTY  
 1 DAVIS DRIVE

BELMONT CA 94002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Kevin Osborne(9659334) 1419 Burlingame Ave # 0  Burlingame CA 94010-4150		<b>CONTACT</b> NAME: Kevin Osborne  PHONE (A/C, NO, EXT): 650-347-1717 FAX (A/C, NO): 650-347-1707  E-MAIL ADDRESS: kosborne@farmersagent.com	
<b>INSURED</b>  EL CONCILIO OF SAN MATEO 1419 BURLINGAME AVE STE N  BURLINGAME CA 94010		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Truck Insurance Exchange INSURER B: Farmers Insurance Exchange INSURER C: Mid Century Insurance Company INSURER D: Western World Insurance Group INSURER E: INSURER F:	<b>NAIC #</b> 21709 21652 21687

COVERAGES

CERTIFICATE NUMBER:


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	NPP8207106	07/26/2016	07/26/2017	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 1,000,000						
PRODUCTS - COMP/OP AGG \$ 2,000,000							
							\$
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	604744313	06/05/2016	06/05/2017	COMBINED SINGLE LIMIT (Ea accident) \$
	BODILY INJURY (Per person) \$ 1,000,000						
	BODILY INJURY (Per accident) \$ 1,000,000						
	PROPERTY DAMAGE (Per accident) \$ 1,000,000						
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTHER \$
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is also named as additionally insured.

<b>CERTIFICATE HOLDER</b> County of San Mateo Human Services Agency 1 Davis Drive Belmont CA 94002	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
----------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ACORD 25 (2016/03)  
31-1769 11-15

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED

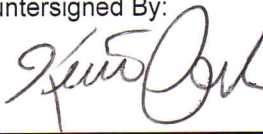
This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09/30/2016	Countersigned By:  (Authorized Representative)
Named Insured: EL CONCILIO OF SAN MATEO	

### SCHEDULE

<b>Name of Person(s) or Organization(s):</b> COUNTY OF SAN MATEO HUMAN SERVICES
---------------------------------------------------------------------------------

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Human Services Agency



**Date:** October 4, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Iliana Rodriguez, Director, Human Services Agency

**Subject: Measure A:** Agreement with Abode Services for Rapid Re-Housing Services

**RECOMMENDATION:**

**Measure A:** Adopt a resolution authorizing an agreement with Abode Services to provide Rapid Re-Housing services, for the term of November 15, 2016 through June 30, 2018, in an amount not to exceed \$1,500,000.

**BACKGROUND:**

On March 29, 2016 the Human Services Agency presented to the Board of Supervisors a strategic plan to end homelessness by 2020. The Strategic Plan promotes the creation of a unified system, investment in best practices, and reorientation of the current homeless system towards housing crisis response. The plan addresses homelessness as a housing crisis and sets the path to develop a systematic approach targeted at helping people maintain their housing, returning unsheltered homeless people to housing as quickly as possible, and prioritizing existing system capacity for those who face the highest barriers and longest history of homelessness. The County and its stakeholders are currently focusing on system changes and implementing strategies identified in the strategic plan.

Rapid Re-Housing was the first in a series of Request for Proposals to implement a systems change effort and to procure services to implement all components of a housing crisis resolution system as identified in the County's strategic plan to end homelessness.

The Human Services Agency (HSA) released a Request for Proposals (RFP) on May 9, 2016 for Rapid Re-Housing (RRH) services. Abode Services was selected based on its ideal systems and infrastructures in place to support RRH service delivery and a strong history of providing RRH services with documented successful outcomes.

**DISCUSSION:**

The agreement with Abode Services will provide Rapid Re-Housing (RRH) services for target populations that includes unsheltered, disabled, low-income, evictions, criminal convictions, and have barriers to housing. RRH will provide temporary financial assistance and services to return individuals and families experiencing homelessness to permanent housing. Households will be prioritized for RRH based on who has a high vulnerability and significant barriers to housing.

The agreement and resolution have been reviewed and approved by County Counsel as to form. The resolution contains the County’s standard provision allowing amendments of the County’s fiscal obligation by a maximum of \$25,000 (in aggregate).

This agreement contributes to the Shared Vision 2025 outcome of a Prosperous Community by providing housing location services, temporary financial assistance, and temporary case management and services to return people experiencing homelessness to permanent housing. Under this agreement, it is anticipated that 90 households will be enrolled in RRH services, of which 80% will exit the program into permanent housing and less than 10% will return to homelessness after exiting the program into permanent housing. The 10% that remain homeless will be referred to intensive case management and housing services in an effort to provide stable housing.

**PERFORMANCE MEASURE(S):**

<b>Measure</b>	<b>FY 2016-17 Projected</b>	<b>FY 2017-18 Projected</b>
Percentage of households who exit the program into permanent housing.	80%	80%
Percentage of households who return to homelessness after exiting the program into permanent housing.	Less than 10%	Less than 10%

**FISCAL IMPACT:**

The term of this agreement is November 15, 2016 through June 30, 2018. The fiscal obligation under this agreement is \$1,500,000. This agreement is funded using **Measure A** Sales and Use tax revenue allocated to Homeless Services and will be claimed under **Measure A** initiative tracking code HSALA. Budgetary appropriation for this agreement is included in the FY 2016-17 Approved Budget and will be included in the FY 2017-18 Recommended Budget. There is no General Fund Net County Cost associated with this agreement.

# Request for Proposals – Matrix

<b>1</b>	Where was the RFP advertised?	The RFP was advertised on the County of San Mateo RFP website ( <a href="http://hr.smcgov.org/RFP">http://hr.smcgov.org/RFP</a> ).
<b>2</b>	In addition to any advertisement, list others to whom the RFP announcement	An e-mail announcing the RFP and proposal process was sent to the entire Safety Net and Homeless Service Provider list.
<b>3</b>	State the total number of RFP's sent to prospective proposers:	An e-mail about the RFP process was sent to prospective proposers, which explained how to obtain the RFP on the San Mateo County website and to register on <a href="http://publicpurchase.com">publicpurchase.com</a>
<b>4</b>	How many proposals did you receive?	2
<b>5</b>	List in alphabetical order the names of the proposers (or finalists, if applicable) and the location:	Abode Services – Fremont, CA LifeMoves – Menlo Park, CA

**RESOLUTION NO. .**

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

\* \* \* \* \*

**MEASURE A: RESOLUTION AUTHORIZING AN AGREEMENT WITH ABODE SERVICES TO PROVIDE RAPID RE-HOUSING SERVICES, FOR THE TERM OF NOVEMBER 15, 2016 THROUGH JUNE 30, 2018, IN AN AMOUNT NOT TO EXCEED \$1,500,000**

---

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

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance an agreement, reference to which is hereby made for further particulars, whereby Abode Services will provide Rapid Re-Housing (RRH) services for the term of November 15, 2016 through June 30, 2018 for an amount not to exceed \$1,500,000; and

**WHEREAS**, these RRH services will contribute to San Mateo County's Strategic Plan to End Homelessness by 2020 through a unified system, investment in best practices, and reorientation of the homeless system towards housing crisis response; and

**WHEREAS**, this Board has approved the agreement as to both form and content and desires to enter into the agreement.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that:**

The President of this Board of Supervisors is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.



**BE IT FURTHER RESOLVED** that the Director of the Human Services Agency or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

\* \* \* \* \*

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ABODE SERVICES**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Abode Services, hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing Rapid Re-Housing services, including temporary financial assistance and services to return people experiencing homelessness to permanent housing.

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

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Program/Project Description
- Exhibit B—Method and Rate of Payments
- Exhibit B1—Budget
- Attachment I—§ 504 Compliance

**2. Services to be performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS** (\$1,500,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 15, 2016, through June 30, 2018.

**5. Termination**

This Agreement may be terminated by Contractor or by the Director of the Human Services Agency or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General 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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

#### **11. Compliance With Laws**

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, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. 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. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

#### **12. Non-Discrimination and Other Requirements**

##### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

##### **b. 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 upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

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

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

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

In the case of County, to:

Name/Title: Brian Eggers  
Address: 1 Davis Drive, Belmont, CA 94002  
Telephone: 650-802-5083  
Email: [beggers@smcgov.org](mailto:beggers@smcgov.org)

In the case of Contractor, to:

Name/Title: Vivian Wan, Associate Director  
Address: 40849 Fremont Blvd., Fremont, CA 94538  
Telephone: 510-657-7409  
Email: [vwan@abodeservices.org](mailto:vwan@abodeservices.org)

**18. Electronic Signature**

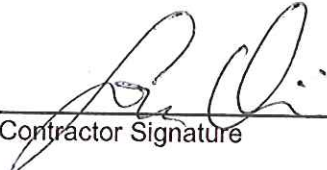
Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

\* \* \*



In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: ABODE SERVICES

  
\_\_\_\_\_  
Contractor Signature

10-21-16  
Date

Louis Clicoine  
Contractor Name (please print)

---

COUNTY OF SAN MATEO

By: \_\_\_\_\_

President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Clerk of Said Board

**Exhibit A**  
**Program/Project Description**

**Abode Services**  
**Rapid Re-Housing (RRH) Services**  
**FY 2016-18**

**A. Purpose**

Provide Rapid Re-Housing Services for homeless families with children and homeless adults without children as defined by Category 1 of the Department of Housing and Urban Development's (HUD) Homeless Definition Final Rule. Households must be San Mateo County residents and services must be provided county-wide. Rapid Re-Housing Services will involve providing housing location services, temporary financial assistance and temporary case management and services to return people experiencing homelessness to permanent housing.

**B. Services to be Provided**

Provide Rapid Re-Housing Services to the following population:

- Homeless individuals and families as defined by Category 1 of the Department of Housing and Urban Development's (HUD) Homeless Definition Final Rule
- HSA may elect to expand the population to include individuals and families who are homeless as defined by other definitions of homelessness (in addition to HUD Category 1). If/when this occurs, HSA will notify the contractor in writing and will work collaboratively with the contractor regarding the implementation plan.
- Participants must be San Mateo County residents at the time of program referral. Participants may choose to search for and move into housing in the County or in other Counties. For program participants who choose to move to other Counties, the contractor will provide time-limited financial assistance and time-limited case management services. The case management services will include identifying resources in the participants' new community that can provide ongoing assistance, as necessary. For participants who move out of the County, time limited case management assistance may be provided in person or remotely by phone, Skype, etc.

Provide Rapid Re-Housing Services in the manner below:

Program Philosophy and Design – Contractor will fully participate with the broader homeless system. In addition, Contractor will not screen out households based on criteria such as a minimum income threshold, employment, absence of a criminal history, disability, evidence of "motivation", etc. Program is centered on a Housing First approach that values the needs of the individual and looks to create specialized housing plans for each participant.

Referrals Into Program - Contractor will only accept referrals for Rapid Re-Housing services following the process established by HSA and will provide

services only to eligible individuals/households. As the Coordinated Entry System (CES) is implemented, referrals will be received via CES. Prior to full implementation of CES, HSA will work with Contractor and other partners to develop a referral process and criteria, and HSA will issue a written document describing the referral process and criteria to Contractor.

Housing Identification – Contractor will complete the following activities on an ongoing basis.

- a) Hire and retain staff with the skills and experience necessary to conduct housing identification and location, and to assist participants and landlords in understanding landlord-tenant rights and responsibilities.
- b) Continually engage in the recruitment and retention of landlord partners, including recruiting landlords with units in the communities and neighborhoods where program participants want to live.
- c) Negotiate with landlords to help program participants gain access to housing.
- d) Assist participants in making an informed housing choice, including having discussions with clients about housing options.
- e) When appropriate and aligned with the participant's housing plan, provide participants with short stays in hotels or motels if no appropriate shelter is available. Hotel or motel stays are temporary and will end if/when shelter or other housing becomes available.
- f) Ensure that all housing units pass the HUD "Habitability" standard and maintain documentation of each unit's compliance with the habitability standard.
- g) Assist participants with understanding landlord-tenant rights and responsibilities and the requirements of their specific lease.

Rent and Move-In Assistance – Contractor will complete the following activities on an ongoing basis.

- a) Provide rent and move-in assistance that is flexible and tailored to the varying and changing needs of a household while providing the assistance necessary for households to move immediately out of homelessness and to stabilize in permanent housing.
- b) Provide the rent and move-in assistance in a progressive manner, providing only the assistance necessary to stabilize in permanent housing.
- c) Maintain clear written policies and procedures for determining the amount of financial assistance provided to a participant, as well as defined and objective standards for when financial assistance should continue and end. Guidelines are flexible enough to respond to the varied and changing needs of program participants.
- d) Maintains capacity and procedures to track and issue financial assistance quickly and accurately.
- e) Conduct ongoing training, supervision, and quality assurance to ensure consistency and compliance with policies regarding rent and move-in assistance.

Rapid Re-Housing Case Management Services – Contractor will complete the following activities on an ongoing basis.

- a) Hire and retain staff with the skills and experience necessary to provide Rapid Re-Housing case management services.
- b) Provide Rapid Re-Housing case management services to help participants obtain and move into permanent housing, support participants to stabilize in housing, and connect participants to community and mainstream services and supports. The case management will reflect the short-term nature of the rapid re-housing assistance.
- c) Case Managers will develop individual service plans, with client participation, covering goals related to housing, job training/placement, budgeting, and stabilization needs. Case Managers are expected to work with clients if they are staying in an emergency shelter, and to work collaboratively with shelter staff to ensure clear roles and responsibilities on case plan and Rapid Re-Housing goals.
- d) While a participant is searching for housing, assist participant in obtaining and moving into a new housing unit, including helping participants resolve or mitigate tenant screening barriers like rental and utility arrears or multiple evictions, as well as obtain necessary identification or other documents if needed.
- e) After a participant moves in, provide case management to help participants stabilize in housing, including helping them identify and access supports (such as family and friend networks, mainstream and community services, and employment and income), and assist in resolving issues or conflicts that may lead to tenancy problems, such as disputes with landlords or neighbors while also helping participants develop skills they will use to retain housing once they are no longer in the program.
- f) Maintain clear written policies and defined, objective standards for when case management should continue and end. Guidelines are flexible enough to respond to the varied and changing needs of program participants.
- g) Conduct ongoing training, supervision, and quality assurance to ensure consistency and compliance with policies regarding case management.

Follow Up Surveys - Contractor will complete the following activities on an ongoing basis.

- Complete follow up surveys with former participants at 6, 12 and 18 months after program exit. Survey will include information on participant's current housing situation (housing in same unit as during RRH program, housing in a different unit, and current location (city/county), and will also collect information on whether the participant/household has been homeless at any time since program exit). Reasonable attempts will be made to contact all former participants.

**C. Performance Measures**

<b><u>Performance Measures FY 2016-18*</u></b>		
<b><u>Measure</u></b>	<b><u>16-17 Targets</u></b>	<b><u>17-18 Targets</u></b>
Number of households served (referred and enrolled in program)	30	60
Number of households served who enter housing (sign lease) while enrolled in program	24	46
Average number of days from referral to program enrollment	10 days	10 days
Average number of days from program enrollment to housed (move in)	45 days	40 days
Percentage of households served who exit to permanent housing	80%	80%
Percentage of households who return to homelessness within 12 months after exiting to permanent housing	Less than 10%	Less than 10%
Percentage of households who return to homelessness within 18 months after exiting to permanent housing	Less than 15%	Less than 15%
Average length of stay for households enrolled in program	9 months or less	9 months or less
Percentage of households who increase income from program enrollment to exit	30%	30%

\*The County shall have the option to modify performance measures, goals, and targets by written notice. The County shall give Contractor advance notice of any modifications.

**D. Other Contractor Responsibilities**

- Provide RRH services that are culturally appropriate to the populations served.
- Staff will be provided with initial training and orientation and ongoing training, supervision and support.
- Provide RRH services that are aligned with the National Alliance to End Homelessness' (NAEH) "Rapid Re-Housing Performance Benchmarks and Program Standards".
- Contractor will maintain written program policies procedures for rental assistance, case management services, and screening processes.
- Provide services that are considered low barrier, meaning that participants are not screened out based on having too little or no income, having an

active or history of substance abuse, and/or having a criminal record with exceptions for state-mandated restrictions.

- Collaborate with Community Overcoming Relationship Abuse (CORA) to determine most appropriate housing or shelter plans for clients who are experiencing or have experienced domestic violence.
- RRH case managers will maintain a caseload of 25-40 households.
- Maintain timely, accurate client records of all clients served. This includes progress notes, client tracking by city/location, client consent forms, and performance measure data in the Clarity/HMIS database (see Exhibit C). All client records will be entered into Clarity.
- Critical Incident Report – All critical incidents will be reported via email within 24 hours to the HSA, Center on Homelessness staff: death, homicide, suicide or suicide attempt, and assault (to client or staff).
- Participate in County Homeless Redesign and the Coordinated Entry System.
- Accept referrals from the Coordinated Entry System.
- Participate in point-in-time counts and surveys.
- Submit reports to the Center on Homelessness within 20 days of the end of the designated reporting period. Reports will include:
  - Monthly reports
    - i. Invoices with supporting documentation
    - ii. Number of households/individuals referred to the program during the month
    - iii. Number of households/individuals served (defined by households enrolled in the program) during the month
      - 1. Number of households and persons who received house search assistance during the month
      - 2. Number of households and persons who received case management services during the month
    - iv. Number of households and individuals who entered housing during the month (moved in)
      - 1. Number of households by city
  - Quarterly reports
    - v. Performance measure report (results for performance measures listed in section C.)
    - vi. Clarity Annual Performance Report (APR)
    - vii. Average number of days from referral to housing

- viii. Average duration of financial assistance and total financial assistance per household.
  - ix. Narrative describing trends, successes, challenges during the month
  - x. Information and data on follow up surveys including housing stability and homelessness
  
- Submit annual program report within 15 days of the end of the fiscal year. Annual program report will provide information on the impact Abode Rapid Re-Housing services had throughout the entire service year and annual results for each performance measure.
  
- Meet or exceed the target performance measures as outlined under section C.
  
- Additional reports or data may be requested from the HSA, Center on Homelessness.
  
- Use of funds – Contractor will provide a budget summarizing how the funds will be spent.
  
- Contractor will agree to and participate in Site Review/Contract Compliance Visits with HSA designated staff. Visits will generally occur at least once per year, with increased frequency if areas for improvement arise.

**Exhibit B**  
**Method and Rate of Payments**

**Abode Services**  
**Rapid Re-Housing (RRH) Services**  
**FY 2016-18**

In consideration of the services provided by Contractor and subject to the terms of the Agreement, County shall pay contractor based on the following fee schedule and terms.

**A. General Payment Terms:**

**a. Availability of Funding:**

County may terminate this Agreement in whole or a portion of services based upon availability of federal, state or county funds by providing a thirty (30) day written notice to Contractor.

**b. Quality of Work:**

The County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. The Contractor is not entitled to payment for work that is not performed. If the County should find that the quantity or quality of work is unacceptable, County shall notify Contractor in writing with a detailed statement and plan to correct performance. Contractor shall respond to County within 15 days of receipt of statement and plan to confirm what steps will be taken to correct performance.

**c. Payment Rates:**

Payment rates for services shown in this contract may be adjusted, including across fiscal years, to meet service goals as agreed upon by both parties and approved by the County in writing so long as it does not exceed the total Agreement obligation.

**d. Right of County to Request Additional Services:**

The County shall have the option to modify the services, request additional related services, adjust program rates and other costs to accommodate changes in services under this agreement as agreed upon by both parties as long as it does not exceed the total agreement obligation and is not restricted by any grant or specific funding agreements.



**B. Program Budget Overview**

<b>Abode RRH Program Budget</b>	
<b>Fiscal year</b>	<b>Amount</b>
2016-17	\$ 479,725
2017-18	\$1,020,275
Totals	\$1,500,000

**C. Method and Rate of Payments**

Contractor shall invoice the County monthly for operation expenses, direct client support, salaries and wages, and administration costs for services in accordance with the scope of work in Exhibit A and the Budget in Exhibit B1. Contractor shall invoice start-up payments at the start of the agreement for year one FY 2016-17 in the amount of \$71,959 (15% of year one budget) and at the start of FY 2017-18 in the amount of \$153,041 (15% of year two budget). Contractor will submit supporting documents for reimbursement by the 20<sup>th</sup> of each month for the prior month. The final invoice for each Fiscal Year will be submitted no later than June 30<sup>th</sup> for that fiscal year.

In no event shall services for the FY 2016-18 exceed the total Agreement obligation of \$1,500,000.

San Mateo Rapid Rehousing Program  
 Exhibit B1 - BUDGET  
 FISCAL YEAR 2017/18 & 18/19



Class	Description	Staff Name	Salary	Benefits	FTE	FY 17/18		FY 18/19		Total
						Cost 8 months	Cost- 12 months	Cost 8 months	Cost- 12 months	
Salaries and Wages	Program Manager	Katie Fantin	70,000.00	17,500.00	0.30	\$17,500	\$27,038			\$44,538
Salaries and Wages	Enrollment/ Data Specialist	Stacey Hicks	43,000.00	10,750.00	0.20	\$7,167	\$11,073			\$18,239
Salaries and Wages	Budget and Planning Associ	Sushma Gokalghan	57,000.00	14,250.00	0.10	\$4,750	\$7,339			\$12,089
Salaries and Wages	Housing Specialist	TBD	55,000.00	11,590.00	1.00	\$44,393	\$68,451			\$112,844
Salaries and Wages	Service Coordinator	TBD	53,000.00	11,611.00	1.00	\$43,074	\$66,549			\$109,623
Salaries and Wages	Service Coordinator	TBD	53,000.00	13,250.00	1.00	\$44,167	\$68,238			\$112,404
Salaries and Wages	Housing Compliance Specia	TBD	49,000.00	12,250.00	0.50	\$20,417	\$31,544			\$51,960
Salaries and Wages	Program Director	Jason Blair	85,000.00	21,250.00	0.20	\$14,167	\$21,888			\$36,054
Salaries and Wages SubTotals:			465,000.00	112,451.00	3.60	\$195,634	\$302,118			\$497,752
Direct Client Support	ClientHousing - Subsidies/ Deposits/ Moving					\$216,000	\$598,128			\$814,128
Direct Client Support	ClientHousing - Other (moving & security deposits)									
Direct Client Support SubTotals:			-	-	-	\$216,000	\$598,128			\$814,128
Program Operations	Staff Development/ Training					\$2,500	\$2,500			\$5,000
Program Operations	Telephone					\$1,980	\$2,376			\$4,356
Program Operations	Travel					\$12,000	\$14,400			\$26,400
Program Operations	Office Space/Utilities					\$8,000	\$8,000			\$16,000
Program Operations SubTotals:			-	-	-	\$24,480	\$27,276			\$51,756
Admin- 10% max						\$43,611	\$92,752			\$136,364
<b>Total Program Budget:</b>						<b>\$479,725</b>	<b>\$1,020,274</b>			<b>\$1,499,999</b>

## ATTACHMENT I

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

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The undersigned (hereinafter called "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.

Name of 504 Person: Vivian Wan

Name of Contractor(s): Abode Services

Street Address or P.O. Box: 40849 Fremont Blvd.

City, State, Zip Code: Fremont, CA 94538

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

Signature:

Title of Authorized Official: Chief Operating Officer

Date: 10/21/16

\*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**  
Inter-Departmental Correspondence  
Human Services Agency



**Date:** September 7, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors  
**From:** Iliana Rodriguez, Director, Human Services Agency  
**Subject:** Sixth Amendment to Agreement with StarVista

**RECOMMENDATION:**

Adopt a resolution authorizing an amendment to the agreement with StarVista to increase the per youth rate for the Transitional Housing Placement Plus program (THP-Plus), extending the term by six months to June 30, 2017, and increasing the amount by \$687,945, for a total obligation of \$6,687,707.

**BACKGROUND:**

In February 2013, the Human Services Agency (HSA) conducted a Request for Proposals process for temporary crisis residential services, crisis intervention/suicide prevention, emancipated foster youth transitional housing and aftercare services, and services for homeless youth. StarVista was the vendor that best met the needs of the County, and the Board of Supervisors approved the agreement by resolution 072706 for the term of July 1, 2013 to June 30, 2016 in an amount not to exceed \$4,145,822. Subsequent amendments to the agreement extended the term to December 31, 2016 and increased the amount by \$1,853,940, for a total obligation of \$5,999,762. In addition, amendment number 5 allowed San Mateo County to extend THP-Plus services to former foster youth up to the age of 25 for up to 36 cumulative months, in accordance with Senate Bill 1252 which passed in May 2015.

StarVista provides services to the following HSA clients: families involved with Children and Family Services (CFS), emancipated foster youth, and vulnerable youth in San Mateo County. Services include temporary crisis residential services, crisis intervention suicide prevention, transitional housing, and services for homeless youth. Services include (1) Daybreak, a shelter for homeless youth ages 16 to 20, (2) Transitional Housing Placement Plus (THP-Plus), subsidized housing and case management services for youth exiting foster care between the ages of 18 and 25, (3) Crisis Intervention/Suicide Prevention, 24-hour crisis telephone counseling and referral services for potential suicide victims throughout San Mateo County and a website/teen chat room, and (4) Your House South, a temporary intervention and respite care program for youth and families in crisis.

**DISCUSSION:**

This amendment revises the allowable per youth rate for the THP-Plus program, which provides housing and aftercare services up to the age of 25, for a total of 36 cumulative months. The rate is increased from \$2,150 to \$2,500 per youth. The THP-Plus per youth rate has not been increased since the original Agreement in July 2013, despite the rising costs of living and doing business in the Bay Area. In addition, this amendment extends the term by six months to June 30, 2017 and adds \$687,945 to support services through the extended term.

The extension of this agreement will allow HSA to complete its evaluation of program outcomes and population needs (currently in process) and to develop a comprehensive Request for Proposals (RFP) for foster youth services.

The resolution contains the County's standard provision allowing amendment of the County's fiscal obligations by a maximum of \$25,000 (in aggregate).

This amendment and resolution have been reviewed and approved by County Counsel as to form. The Contract Compliance Committee approved a waiver to extend the term of this agreement beyond three years.

This amendment to the agreement contributes to the Shared Vision 2025 outcome of a Prosperous Community by providing safe and stable housing, counseling, resource information, legal assistance, and outreach to at-risk youth and families.

**PERFORMANCE MEASURE(S):**

<b>Measure</b>	<b>FY 2015-16 Actual</b>	<b>FY 2016-17 Projected</b>
Percent of youth with individual case plans who participate in the Daybreak Program that will either complete a job training program or secure high school equivalency degree.	90%	91%
Percent of youth who, upon exiting Your House South residential services, will return home or be placed in a stable and supportive living environment.	95%	96%

**FISCAL IMPACT:**

The term of this agreement is extended by six months through June 30, 2017. This sixth amendment revises the per youth rate from \$2,150 to \$2,500 per youth and increases the amount of the agreement by \$687,945, for a total obligation of \$6,687,707. The amended amount is funded 62% through Child Welfare Services (CWS) federal and state realignment funding, and 38% is Net County Cost. This amount is included in the FY 2016-17 Adopted Budget.

**RESOLUTION NO. .**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH STARVISTA TO INCREASE THE PER YOUTH RATE FOR THE TRANSITIONAL HOUSING PLACEMENT PLUS PROGRAM (THP-PLUS), EXTENDING THE TERM BY SIX MONTHS TO JUNE 30, 2017, AND INCREASING THE AMOUNT BY \$687,945, FOR A TOTAL OBLIGATION OF \$6,687,707**

---

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

**WHEREAS**, on July 23, 2013, your Board adopted resolution number 072706 for StarVista to provide temporary crisis residential services, crisis intervention/suicide prevention, emancipated foster youth transitional housing and aftercare services, and services for homeless youth, for the term July 1, 2013 through June 30, 2016 in an amount not to exceed \$4,145,822; and

**WHEREAS**, subsequent amendments to the agreement extended the term to December 31, 2016 and increased the amount by \$1,853,940 for a total obligation of \$5,999,762, and amendment number 5 allowed San Mateo County to extend THP-Plus services up to the age of 25 for up to 36 cumulative months to all youth in the program in accordance with Senate Bill 1252 which passed in May 2015; and

**WHEREAS**, the parties wish to further amend the agreement to revise the youth rate from \$2,150 to \$2,500 to enhance housing services to former foster youth; extend the term by six months to June 30, 2017 to continue services while Human Services Agency (HSA) completes its evaluation of program outcomes and population

needs for the purpose of developing a comprehensive Request for Proposals (RFP) for foster youth services; and increase the amount of the agreement by \$687,945 for a total obligation of \$6,687,707; and

**WHEREAS**, your Board has been presented with a sixth amendment to the agreement and said Board has examined and approved same as to both form and content and desires to enter into same.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that The President of this Board of Supervisors is hereby authorized and directed to execute said amendment to the agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

**BE IT FURTHER RESOLVED** that the Human Services Agency Director or designee is authorized to execute amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

\* \* \* \* \*



**SIXTH AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
STARVISTA**

THIS SIXTH AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and STARVISTA, 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, the parties entered into an Agreement on July 23, 2013 for the purpose of providing temporary crisis residential services, crisis intervention/suicide prevention, emancipated foster youth housing, outreach and aftercare services through the Transitional Housing Placement Plus (THP-PLUS) program, and services for homeless youth in an amount not to exceed \$4,145,822 for the term of July 1, 2013 to June 30, 2016; and

WHEREAS, the parties amended the Agreement on January 7, 2014 to add Measure A funds in the amount of \$1,021,720 for a new maximum amount not to exceed \$5,167,542 to increase prevention and early intervention services, for the identification, intervention, and treatment of children and families at risk, and to develop a program called Child and Adolescent Hotline Prevention Program (CAHPP) with an active 24/7 hotline for FY 2013-14 and FY 2014-15, for the term October 1, 2013 through June 30, 2015; and

WHEREAS, the parties amended the Agreement a second time on November 13, 2014 to add \$23,024 in General Funds to off-set Community Development Block Grant funding for services for homeless youth for FY 2014-15, for a new maximum amount not to exceed \$5,190,566; and

WHEREAS, the parties amended the Agreement a third time on February 10, 2015 to add one-time Measure A funding to the Daybreak Program in the amount of \$100,000 for a new maximum amount not to exceed \$5,290,566; and

WHEREAS, the parties amended the Agreement a fourth time on February 5, 2016 to add \$21,252 in General Funds to off-set Community Development Block Grant funding for homeless youth for FY 2015-16, for a new maximum amount not to exceed \$5,311,817; and

WHEREAS, the parties amended the Agreement a fifth time to allow for the extension of THP-Plus services to emancipated foster youth and extend existing services for six months, increasing the amount by \$687,945 for a new maximum amount not to exceed \$5,999,762 and

extending the term of the Agreement to December 31, 2016; and

WHEREAS, the parties wish to further amend the Agreement a sixth time to revise the per youth rate for the THP-PLUS program from \$2,100 to \$2,500 to enhance housing services to former foster youth participating in the THP-PLUS program, extend the term of the Agreement by six months to June 30, 2017 to complete program evaluations and increase the amount of the Agreement by \$687,945 to cover services for the extended term of the Agreement for a total obligation of \$6,687,707.

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

1. **Exhibits and Attachments** is hereby amended to read as follows:

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

**Current Services:**

Exhibit A: Scope of Work: CFS Multi Program

**Exhibit B- Payment Schedule – CFS Multi Program- Revised 10/2016**

Exhibit C1- Program Monitoring – CFS Multi Program

Exhibit C – 504 Compliance

Exhibit D- Child Care Reporting Requirement

Exhibit E- Fingerprinting Certification Form

Exhibit F – Contractor’s Declaration Form

**Fulfilled Services:**

The following services have been completed by Contractor and payments have been paid in full by the County:

Exhibit A1- CDBG-Program/Project Description and Specific Requirements (Replaced by A3)

Exhibit A2 – Measure A Scope of Services (Services Completed)

Exhibit A3- CDBG Offset Program Description – Revised 12/2015

Exhibit B3- CDBG- Offset - Method and Rate of Payment- Revised 12/2015

Exhibit B1- CDBG – Method and Rate of Payment (Payments fulfilled by County)

Exhibit B2- Measure A – Method and Rate of Payment (Payments fulfilled by County)

Exhibit B4- Measure A Daybreak – Method and Rate of Payment (Payments fulfilled by County)

2. **Section 2: Services to be performed by Contractor** is hereby amended to read as follows:

In consideration of the payments set forth herein and in Exhibit B revised 10/2016 for the extended term of July 1, 2016 through June 30, 2017, Contractor shall perform StarVista multi services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibits A and C1. All other services and payments referenced in Exhibits A1, A3, B3, B1, B2 and B4 have been completed by Contractor and paid in full by the County.

3. **Section 3: Payments** is hereby amended to read as follows:

In consideration of the StarVista multi services program provided for the term of July 1, 2016 through June 30, 2017 by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibits A and C1, County shall make payments to Contractor based on the rates in Exhibit B revised 10/2016. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. The County's total fiscal obligation for StarVista multi services program performed by the Contractor for July 1, 2016 through June 30, 2017 shall not exceed ONE MILLION THREE HUNDRED SEVENTY FIVE THOUSAND EIGHT HUNDRED EIGHTY NINE DOLLARS (\$1,375,889).

The County's total obligation for all services including: StarVista multi program, CDBG, CDBG Offset, and Measure A Services (all programs) performed under this Agreement for the term of July 1, 2013 through June 30, 2017 shall not exceed SIX MILLION SIX HUNDRED EIGHTY SEVEN THOUSAND SEVEN HUNDRED SEVEN DOLLARS (\$6,687,707).

4. **Section 4: Term and Termination** first paragraph is hereby amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2013 through June 30, 2017.

All other terms and conditions of section 4 shall remain in full force and effect.

5. **Exhibit B: Payment Schedules for StarVista Multi-Program** is replaced in its entirety by Exhibit B revised 10/16 and is attached hereto and incorporated by reference herein.
6. All other terms and conditions of the Agreement **dated July 23, 2013**, and subsequent amendments 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

STARVISTA  
Dr. Sara Larios Mitchell, Chief Executive Officer

  
\_\_\_\_\_  
Contractor's Signature

Date: 10/24/14

Exhibit B revised 10/16

**StarVista Multi-Program  
Payment Schedule  
July 1, 2016 through June 30, 2017**

County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Human Services Agency Director, or her designee. In no event will the total payment to Contractor under the Agreement exceed the maximum contract obligation specified in Paragraph 3 of this Amendment. In consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following fee schedule:

- A. Contractor has satisfied all services and has been compensated for all services from July 1, 2013 through July 1, 2016 totaling up to \$5,311,818.
- B. The following is a breakdown per service component for July 1, 2016 – June 30, 2017:

Annual Funding Distribution	Fiscal Year 2016-17
Your House Residential Services	\$266,963
Crisis Intervention Suicide Prevention Services	\$82,418
Emancipated Foster Youth Outreach and After Care Services	\$84,420
Transitional Housing Placement Plus Program* (THP+)	Up to \$903,000
Daybreak Program for Homeless Youth	\$39,088
<b>SUBTOTALS</b>	<b>\$1,375,889</b>
<b>CONTRACT TOTAL (across all fiscal years)</b>	<b>\$6,687,707</b>

- C. **\*THP+ Payment Rate:**
  - 1. Effective July 1, 2016, the payment rate per youth for THP+ has been adjusted from \$2,100 to \$2,500.
  - 2. Contractor will submit monthly occupancy rate for THP+ Program.
  - 3. Contractor shall be paid at a rate of \$2,500 per youth per month. Partial months will be pro-rated.
  - 4. In no event shall the total amount for THP+ exceed NINE HUNDRED THREE THOUSAND DOLLARS (\$903,000) for the extended term of July 1, 2016 through June 30, 2017.
  - 5. The monthly per youth rate and funding across programs contained within this Agreement may be revised as approved in writing by the County as long as it does not exceed the total Agreement obligation.

(Exhibit B continued on the next page.)

D. County will pay Contractor monthly as follows for FY 2016-17:

Monthly Funding Distribution	Payments July 2016 through May 2017	Payment June 2017
Your House Residential Services	\$22,246.00	\$22,257
Crisis Intervention Suicide Prevention Services	\$6,868.00	\$6,870.00
Emancipated Foster Youth Outreach and After Care Services	\$7,035.00	\$7,035.00
Transitional Housing Placement Program Plus (See THP-Plus Payment Rate, Exhibit B.C.1)	Up to \$75,250	Up to \$75,250
Daybreak Program for Homeless Youth	\$3,257.00	\$3,261.00
SUBTOTALS	\$114,656	\$114,673
	11 Month Total: \$1,261,216	\$114,673
TOTAL ANNUAL DISTRIBUTION:		\$1,375,889

- E. In the event that Contractor provides less than all services specified in EXHIBIT A, County reserves the right to pay only for the actual services provided plus an additional ten percent (10%) of the maximum contract obligation specified in EXHIBIT B, TABLE A of the Agreement. The payment of the additional ten percent (10%) of the maximum contract obligation will compensate Contractor for maintaining the program on a continuous basis. County shall bear no other responsibility to compensate Contractor for that service. In no event will the total payments to Contractor under this Agreement exceed **SIX MILLION SIX HUNDRED EIGHTY SEVEN THOUSAND SEVEN HUNDRED SEVEN DOLLARS (\$6,687,707)**
- F. In the event that positions become vacant and left unfilled for more than thirty (30) days, the Agreement amount will be reduced by the amount of salary not spent during the billing period.
- G. Final settlement payment for the Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to EXHIBIT B revised 10/16, and per the PAYMENT TABLE ABOVE, "Breakdown per service component on an annual basis", during the term July 1, 2016 through June 30, 2017. Actual net allowable costs will be determined by the final Year-End Cost Reports.
1. Contractor will submit to County two (2) final Year-End Cost Reports no later than ninety (90) days after the end of each fiscal year for the term of this Agreement.

2. Contractor's final Year-End Cost Report may serve as Contractor's final budget revision upon approval from the Director of the Children and Family Services. Contractor may transfer funds between personnel and operating expenses in the Final Year-end Cost Report, with approval of the Program Manager.
- H. County will pay Contractor upon timely submission of satisfactorily completed documents, as follows: **Monthly reports of direct services provided in the previous month and monthly bills in accordance with County billing format.**
1. County may withhold all or part of Contractor's total monthly payments if Contractor repeatedly does not submit any of the following satisfactorily completed documents on time, as directed by County. This applies regardless of the contract period in which the data originated or to which the data refers. County will inform Contractor in writing when County intends to withhold payment. County will release withheld payments to Contractor when County determines that Contractor has satisfactorily submitted all required documents:
    - a. Annual Budget Proposal and annual THP+ report budget worksheet;
    - b. Cost Allocation Plan;
    - c. By September 1, 2016 annual aftercare statistics for State Report SOC405A;
    - d. By September 1, 2016 annual aftercare statistics for State STOP report;
    - e. Quarterly Expenditure Reports;
    - f. Quarterly Activity Report and staffing report;
    - g. Quarterly youth contact and services provided report;
    - h. Quarterly Demographic Report;
    - i. Six (6) Month Reports;
    - j. By June 30, 2017 - THP+ annual narrative, budget and statistical report;
    - k. By March 1, 2017 – info and data for the ILP Narrative report;
    - l. By March 1, 2017 – Annual Outcome Objectives Report; and
    - m. Final Year-End Cost Report.
- I. County may withhold all or part of Contractor's total payment if the Director of the Human Services Agency or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A.
- a. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
  - b. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately upon County's written notice with justification to Contractor.
- J. County may withhold all or part of Contractor's final payment until:

- a. Contractor satisfactorily submits all reports required by the Agreement and until County has reviewed all reports, including the final Cost Report.
  - b. Federal, state or county government completes any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- K. Services provided in excess of the maximum financial obligation of County will be at Contractor's sole risk and financial responsibility.
- L. If excess revenues remain at the end of a fiscal year, Contractor may:
- a. Request from County, in writing, authorization to transfer the excess revenue over expenditures to other County-funded services specified in this Agreement.
  - b. Refund to County the excess revenue.



# County of San Mateo ~ Insurance Certification Questionnaire

**Contractor Name:** StarVista

**Contract Number:** [Click here to enter text.](#)

**Date this Form Was Completed:** 10/25/2016

**Name of Person Completing Form:** Deborah Patten

1. Does the contractor carry \$1,000,000 or more in comprehensive general liability insurance? <i>(For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting where the facility will cover the general liability?)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
2. Does the contractor travel by car to provide contract services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<b>YES</b>	<b>NO</b>
a) If yes, does the contractor carry \$1,000,000 or more in motor vehicle liability insurance?	<input type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
3. Does the contractor have 2 or more employees?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO</b>
a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<b>YES</b>	<b>NO</b>
a) If yes, does the contractor carry professional liability insurance?	<input type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
5. Did you make any changes to the Hold Harmless clause in the contract template?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<b>YES</b>	<b>NO</b>
a) If yes, did Risk Management and County Counsel approve changes to the contract template?	<input type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>
6. Is San Mateo County named as the certificate holder and additional insured?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<b>YES</b>	<b>NO*</b>

If "No\*" is checked in any of the red asterisk boxes (#1, #2a, #3a, #4a, #5a, or #6) – call Risk Management for further instructions...otherwise, this form is complete. Attach the completed form to the insurance certificate and keep both documents with the contract packet.

*NOTE: If the contractor is not required to carry Motor Vehicle or Professional Liability insurance for this contract, you may remove the text in the SCT insurance section that refers to Motor Vehicle and Professional Liability insurance.*

**COMMENTS:**

Section below is for Risk Management authorization – send to Risk Management **ONLY IF INSTRUCTED TO DO SO**

*Risk Management has reviewed and approved modification or waiver of insurance requirements for this contract.*

**Risk Management Signature:** [Click here to enter text.](#)

**Date:** [Click here to enter a date.](#)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER License # 0564249</b> Heffernan Insurance Brokers 1460B O'Brien Drive Menlo Park, CA 94025	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>1 (650) 842-5200</b> FAX (A/C, No): <b>1 (650) 842-5201</b> E-MAIL ADDRESS:  <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : <b>Nonprofits Insurance Alliance of California</b></td> <td style="text-align: center;"><b>01184</b></td> </tr> <tr> <td>INSURER B : <b>Care West Insurance Company</b></td> <td style="text-align: center;"><b>10520</b></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>Nonprofits Insurance Alliance of California</b>	<b>01184</b>	INSURER B : <b>Care West Insurance Company</b>	<b>10520</b>	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  <b>StarVista</b> 610 Elm Street, #212 San Carlos, CA 94070															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			2016-14280-NPO	07/01/2016	07/01/2017	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>20,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>EMPLOYEE BENEFIT</b> \$ <b>Included</b>
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			2016-14280-NPO	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			2016-14280-UMB	07/01/2016	07/01/2017	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A		W-11607001211	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	<b>Director's &amp; Officer</b>			2016-14280-DO	07/01/2016	07/01/2017	Limit \$ <b>1,000,000</b>
A	<b>Professional Liab</b>			2016-14280-NPO	07/01/2016	07/01/2017	Agg: \$2M/Occurrence \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: As Per Contract or Agreement on File with Insured.

**CERTIFICATE HOLDER****CANCELLATION**

County of San Mateo Human Services Agency Family Stabilization Services 1 Davis Drive Belmont, CA 94002	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Parks



**Date:** October 13, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Marlene Finley, Parks Director

**Subject:** California State Coastal Conservancy Grant Application for the Coyote Point Eastern Promenade Trail Project

**RECOMMENDATION:**

Adopt a resolution authorizing the submittal of an application for grant funding from the California State Coastal Conservancy for the Coyote Point Eastern Promenade Trail Project in the amount of \$350,000.

**BACKGROUND:**

The Coyote Point Recreation Area promenade was built in the 1920s as a pathway alongside the San Francisco Bay as part of the Pacific City amusement park. Since the County acquired the Coyote Point Recreation Area in the 1940s, use of the site has always included a shoreline trail and access to the Bay for non-motorized recreational users.

The Promenade is recognized in two regional trail plans. It is a spur to the San Francisco Bay Trail as it connects to the Coyote Point Bay Trail and allows pedestrians and cyclists to travel from the City of San Mateo through the Coyote Point Recreation Area. It is also listed as a high opportunity site in the San Francisco Bay Area Water Trail Plan and could be included as a permanent site once improvements have been completed.

Strong winds and tides have deteriorated the shoreline pathway and beach to the extent that an engineered solution is essential to prevent permanent closure of the site. Private funding was secured to develop a full set of construction plans, permits, and specifications. BKF Engineers, an experienced Bay Area consulting firm, was hired to complete the Project plans, permits and engineer's estimate.

**DISCUSSION:**

The Coyote Point Eastern Promenade Trail Project (Project) includes the creation of a curved bay with a perched flat sandy beach ranging in width from 50 to 125 feet and raised to 12-foot North American Vertical Datum (NAVD) to accommodate anticipated sea level rise in 2050; an improved 1,000-foot-long Promenade trail raised to 13-foot NAVD with several accessible ramps and beach mats for beach goers, open water swimmers and kayakers; 188 parking spaces in the lower, middle and upper parking areas; and a new restroom building. The planting plan includes shoreline, bluff and bioswale plantings that include drought tolerant and native grasses, shrubs and trees.

The Coastal Conservancy is a state agency that was established in 1976 to protect and improve natural lands and waterways, to help people get to and enjoy the outdoors, and to sustain local economies along California’s coast. The Conservancy provides technical assistance and grant funding to local communities, nonprofit organizations, other government agencies, businesses, and private landowners to implement multi-benefit projects such as ones that help the public to get to and enjoy beaches and parklands.

The Board is requested to approve the submittal of a grant application to the Conservancy, make assurances regarding the Project, and authorize the Parks Director, or her designee, to conduct all negotiations, execute and submit all grant documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project.

County Counsel has reviewed and approved the resolution as to form.

Approval of this resolution contributes to the Shared Vision 2025 outcome of an Environmentally Conscious Community, as the Project will increase the number and quality of natural experiences and recreational opportunities for County Park visitors.

**PERFORMANCE MEASURE(S):**

<b>Measure</b>	<b>FY 2015-16 Actual</b>	<b>FY 2016-18 Projected</b>
Linear Feet of Shoreline Trail Restored	N/A	1,000 feet

**FISCAL IMPACT:**

This \$350,000 grant award is a reimbursable grant. When Project expenditures are made, reimbursements can be sought. If awarded, grant award revenue will be budgeted and project expenditures will be appropriated in the Parks Acquisitions and Development Fund, which is not part of the General Fund. There is no impact to the General Fund.

**RESOLUTION NO. .**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR GRANT FUNDING FROM THE CALIFORNIA STATE COASTAL CONSERVANCY FOR THE COYOTE POINT EASTERN PROMENADE TRAIL PROJECT IN THE AMOUNT OF \$350,000**

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

**WHEREAS**, the Legislature of the State of California has established the State Coastal Conservancy (“Conservancy”) under Division 21 of the California Public Resources Code, and has authorized the Conservancy to award grants to public agencies and nonprofit organizations to implement the provisions of Division 21; and

**WHEREAS** the Conservancy awards grants for projects that it determines are consistent with Division 21 of the Public Resources Code and with the Conservancy’s Strategic Plan and that best achieve the Conservancy’s statutory objectives, in light of limited funding; and

**WHEREAS**, the Conservancy encourages applicants for grant funding to certify through a resolution the applicant’s approval of the application and of certain listed assurances at the time of submission of an application to the Conservancy for an award of grant funds; and

**WHEREAS**, San Mateo County Parks would like to construct the Coyote Point Recreation Area’s Eastern Promenade Trail Project.

**NOW THEREFORE, IT IS HEREBY RESOLVED** that the Board of

Supervisors:

1. Approves the filing of an application for funding by the Conservancy; and
2. Agrees to the List of Assurances, attached as Exhibit 1; and
3. Has or will have sufficient funds to complete and, following completion, to operate and maintain any property acquired under the project or to operate and maintain any facilities funded as part of the project for a reasonable period, not less than the useful life of the facilities; and
4. Agrees to provide any funds beyond the Conservancy grant funds necessary to complete the project; and
5. Delegates the authority to the Parks Director, or her designee, to conduct all negotiations, execute and submit all grant documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the project.

\* \* \* \* \*

## **Exhibit 1**

### **List of Assurances**

The applicant is applying for a grant of funds from the California State Coastal Conservancy with respect to a proposed project. The applicant hereby assures and certifies that it will comply with Conservancy regulations, policies, and requirements as they relate to the acceptance and use of Conservancy funds for this project. The applicant further gives assurance and certifies with respect to the proposed grant that:

1. It possesses legal authority to apply for the grant, and to finance or acquire property or to finance and construct any proposed facilities, as proposed; that, where appropriate, a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of an application, and authorizing one or more persons as the official representative(s) of the applicant to act in connection with the application and to provide additional information that may be required.
2. It will have sufficient funds available to meet its own share of the cost for the project that has been proposed for grant funding. Sufficient funds will also be available when the project is completed to assure the effective operation and maintenance of any real property acquired or facilities constructed under the proposed grant for the purposes for which the funding was provided.
3. It holds or will hold sufficient title, interest, or rights in the property on which any project work will occur to enable it to undertake lawful development and construction of the project. (Documentation may be requested by the Executive Officer of the Conservancy.)
4. It will not dispose of or encumber its title, interest, or other rights in the property acquired or in the site and facilities constructed under the proposed grant, except as permitted by the Conservancy.
5. It will give the Conservancy, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the Conservancy's grant.
6. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the Conservancy that funds have been approved, and the project will be carried to completion with reasonable diligence.
7. It will, where appropriate, comply with the requirements of the State Government Code 7260 et seq., which provides for equitable treatment and relocation assistance for persons displaced by eminent domain.
8. It will, where appropriate, comply with the requirements of the California Environmental Quality Act.
9. It will comply with all requirements imposed by the Conservancy concerning special provisions of law, and program requirements.







**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Parks



**Date:** October 13, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Marlene Finley, Parks Director

**Subject:** **Measure A:** Agreement between the County of San Mateo and the San Mateo County Resource Conservation District for Contract Services for the Old Haul Road Sediment Reduction Project, Phase 1

**RECOMMENDATION:**

**Measure A:** Adopt a resolution authorizing an agreement between the County of San Mateo and the San Mateo County Resource Conservation District for advertisement, award, and administration of contracts for the Old Haul Road Sediment Reduction Project, Phase I, in Pescadero Creek County Park, for a term of November 15, 2016 to December 31, 2017 or to completion date of Phase I, whichever comes first, in an amount not to exceed \$130,000.

**BACKGROUND:**

The San Mateo County Resource Conservation District (RCD) is a non-regulatory, public agency that works in partnership with landowners/managers and provides technical assistance toward land management goals that lead to restoration and protection of local watersheds.

In July 2015, San Mateo County Parks and the RCD signed a Stewardship Memorandum of Understanding (MOU) for coordinating and completing projects within the Pescadero Creek County Park Complex. One of the projects identified is the Old Haul Road Sediment Reduction Project (Project). Old Haul Road is a legacy logging road used now for recreation and emergency response, access to privately owned timber property, and fire protection access in the Park. The Dark Gulch crossing on this road is actively failing. The Project will occur over several phases. The Department has allocated \$130,000 for Phase 1 of the Project using **Measure A** funds that were designated to the Project through the County's **Measure A** funding review process.

**DISCUSSION:**

During Phase I, RCD will work with County Parks, County Department of Public Works, consultants and regulatory agencies to address critical issues and position the project towards implementation. Through this proposed Agreement, County Parks will pay the consultant costs for topographic and geotechnical surveys and analyses, and feasibility analyses. RCD will provide contract advertisement, award and administration services for Phase I.

County Counsel has reviewed and approved the resolution and agreement as to form.

The agreement contributes to the Shared Vision 2025 for Collaborative Community through the coordinated sharing of funds and resources between agencies for the protection of an important watershed in the Pescadero community.

**FISCAL IMPACT:**

There is no impact to the General Fund. **Measure A** funding was allocated to the Old Haul Road Sediment Reduction Project in the amount of \$257,000. Phase I of the Project will use up to \$130,000 of those funds.

**RESOLUTION NO. .**

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

\* \* \* \* \*

**MEASURE A: RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT FOR ADVERTISEMENT, AWARD, AND ADMINISTRATION OF CONTRACTS FOR THE OLD HAUL ROAD SEDIMENT REDUCTION PROJECT, PHASE I, IN PESCADERO CREEK COUNTY PARK, FOR A TERM OF NOVEMBER 15, 2016 TO DECEMBER 31, 2017 OR TO COMPLETION DATE OF PHASE I, WHICHEVER COMES FIRST, IN AN AMOUNT NOT TO EXCEED \$130,00**

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

**WHEREAS**, Ordinance Code Section 2.83.170 authorizes the Board of Supervisors to waive the Request for Proposals process in any situation where the Board determines that the best interest of the County would be served without the necessity of formal proposals; and

**WHEREAS**, San Mateo County Parks and the San Mateo County Resource Conservation District (RCD) signed a Stewardship Memorandum of Understanding in July 2015 for coordinating and completing projects within the Pescadero Creek County Park Complex; and

**WHEREAS**, one of the projects identified was the Old Haul Road Sediment Reduction Project (Project); and

**WHEREAS**, the RCD is a non-regulatory public agency that works with landowners/managers and provides technical assistance toward land management goals that lead to restoration and protection of local watersheds; and

**WHEREAS**, Old Haul Road is a legacy logging road used now for recreation and emergency response, access to privately owned timber property, and fire protection access in the Park, and the Dark Gulch crossing on this road is actively failing; and

**WHEREAS**, RCD will provide contract advertisement, award, and administration for the Old Haul Road Sediment Reduction Project, Phase I, in Pescadero Creek County Park and County funding will be used for consultant costs of topographic and geotechnical surveys and analyses, and feasibility analyses; and

**WHEREAS**, it is in the best interest of the County to waive the Request for Proposals (RFP) process and enter into an agreement with the San Mateo County Resource Conservation District to provide project services for Phase I of the Old Haul Road Sediment Reduction Project; and

**WHEREAS**, the Board has been presented with an agreement between the County of San Mateo and the San Mateo County Resource Conservation District for contract services for Phase I of the Old Haul Road Sediment Reduction Project, has examined and approved the same as to both form and content, and desires to enter into same.

**NOW THEREFORE, IT IS HEREBY RESOLVED** that:

1. the Request for Proposals requirement is hereby waived; and
2. 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 to the President's signature thereto.

\* \* \* \* \*

**AGREEMENT BETWEEN  
THE COUNTY OF SAN MATEO AND  
THE SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT  
FOR  
ADVERTISEMENT, AWARD, AND ADMINISTRATION OF CONTRACTS  
FOR THE  
OLD HAUL ROAD SEDIMENT REDUCTION PROJECT, PHASE 1  
IN PESCADERO CREEK COUNTY PARK, SAN MATEO COUNTY**

**THIS AGREEMENT** is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, **2016**, by and between County of San Mateo (“COUNTY” or “COUNTY PARKS”) and San Mateo County Resource Conservation District (“RCD” or “Contractor”).

**W I T N E S S E T H:**

**WHEREAS**, COUNTY PARKS obtained funding from Measure A sales tax to repair crossings on Old Haul Road in order to reduce sediment in the Pescadero Creek; and

**WHEREAS**, the Old Haul Road Sediment Reduction Project (“Project”) consists of several phases, and

**WHEREAS**, COUNTY PARKS requested assistance from the RCD for the Old Haul Road Sediment Reduction Project; and

**WHEREAS**, RCD and COUNTY PARKS signed a Stewardship MOU for coordinating and completing projects within the Pescadero Creek Watershed; and

**WHEREAS**, COUNTY PARKS has programmed \$130,000 dollars for Old Haul Road Project, Phase 1; and

**WHEREAS**, COUNTY PARKS and RCD have defined the purpose and scope of Phase 1, which includes engineering surveys, topographic surveys, geotechnical field study, and preliminary designs, as described in Exhibit A; and

**WHEREAS**, RCD coordinated with COUNTY PARKS on contract scope; and

**WHEREAS**, RCD is willing and able to provide contract advertisement, award, and administration services (Services) for the Old Haul Road Sediment Reduction Project, Phase 1.

**NOW, THEREFORE, IT IS HEREBY AGREED** by the parties hereto, as follows:

1. SCOPE OF SERVICES

Refer to Exhibit A, attached hereto and incorporated by reference.

2. TIME OF PERFORMANCE

The services funded by this Agreement shall commence after full execution of this Agreement. This Agreement shall terminate upon Old Haul Road Sediment Reduction Project, Phase 1 completion or December 31, 2017, whichever is earlier.

3. FUNDING AND METHOD OF PAYMENT

- a. COUNTY PARKS agrees to reimburse RCD for payments made in the Old Haul Road Sediment Reduction Project, Phase 1 in an amount not to exceed \$ 130,000. Any additional unforeseen costs shall not be compensated without the prior written approval of the County.
- b. Payments to RCD will be on a reimbursable basis, based upon an itemized invoice submitted to COUNTY PARKS for payment.
- c. COUNTY PARKS agrees to reimburse the RCD for contract change orders, in accordance with the requirements of this Section 3.
- d. Any individual contract change orders exceeding \$1,000 shall require written approval from the County Parks Director or her designee before change order work can proceed. Contract change orders in an amount less than \$1,000 will not require prior written approval from the County Parks Director and may be authorized by the RCD acting alone. When the sum total of contract change orders exceeds \$5,000, then any and all subsequent change orders, regardless of value, shall require the prior approval of the County Parks Director before change order work can proceed.
- e. RCD shall submit monthly billings, accompanied by the activity reports and invoices issued by RCD's contractors or progress payments issued by RCD as proof that services were rendered and paid for by the RCD. Upon receipt of the invoice and approval of its accompanying documentation, COUNTY PARKS shall pay the amount invoiced under this Agreement within ninety (90) days of receipt of the invoice, delivered or mailed to the COUNTY as follows:

County of San Mateo  
Parks Director  
455 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94063-1665

RCD shall advertise, solicit proposals, and award the contracts as set forth in the Scope of Work described in Exhibit A hereto.

- f. If the total project expenditures at project completion are less than the total RCD payments, then the excess funds shall be returned to COUNTY PARKS within ninety (90) days from the last reimbursement payment.
- g. RCD shall notify COUNTY PARKS of any contractor claim or change order disputes ("Contract Claims") that arise in connection with the contracts and COUNTY PARKS shall cooperate with the RCD in its efforts to resolve such Contract Claims. As the RCD is effectively serving as COUNTY PARKS' contract administrator and manager, COUNTY PARKS shall indemnify and defend the RCD in connection with any and all Contract Claims, except to the extent that a Contract Claim arises out of the negligence or willful misconduct of the RCD.

#### 4. AMENDMENTS

Any changes in the services to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by COUNTY PARKS and the RCD. No claim for additional compensation of this Agreement shall be recognized unless contained in a duly executed amendment.

#### 5. NOTICES

All notices or other communications to either party by the other shall be deemed acceptable given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To COUNTY PARKS: Marlene Finley, Parks Director  
San Mateo County Parks Department  
455 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94063

To RCD: Kellyx Nelson, Executive Director  
San Mateo County Resource Conservation District  
625 Miramontes Street, Suite 103  
Half Moon Bay, CA 94019

6. INDEPENDENT CONTRACTOR

RCD and its employees, agents and consultants shall be deemed independent contractors of COUNTY PARKS. Nothing herein shall be deemed to create any joint venture or partnership arrangement between COUNTY and RCD.

7. MUTUAL HOLD HARMLESS

- a. It is agreed that COUNTY PARKS shall defend, save harmless and indemnify RCD, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of COUNTY PARKS, its officers and/or employees.
- b. It is agreed that RCD shall defend, save harmless, and indemnify COUNTY PARKS, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of RCD, its officers and/or employees.
- c. In the event of concurrent negligence of RCD, its officers and/or employees, and COUNTY PARKS, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property, which arise out of terms and conditions of this Agreement, shall be apportioned according to the California theory of comparative negligence.

8. Assignability and Subcontracting

RCD shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by RCD under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.



**9. Payment of Permits/Licenses**

RCD bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at RCD's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

**10. Insurance**

**a. General Requirements**

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

**b. Workers' Compensation and Employer's Liability Insurance**

RCD shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, RCD certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

RCD shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect RCD and all of its employees/officers/agents 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 RCD's operations under this Agreement, whether such operations be by RCD, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

1. Comprehensive General Liability .....\$1,000,000
2. Motor Vehicle Liability Insurance .....\$1,000,000
3. 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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

**11. Compliance With Laws**

All services to be performed by RCD pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. 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. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement. RCD will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**12. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

RCD 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. RCD's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

RCD shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

With respect to the provision of benefits to its employees, RCD shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and RCD and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

RCD must check one of the two following options, and by executing this Agreement, RCD certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against RCD by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

- Finding(s) of discrimination have been issued against RCD within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, RCD shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

**g. Reporting; Violation of Non-discrimination Provisions**

RCD shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 11, above. Such duty shall include reporting of the filing 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 or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified RCD that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the RCD to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- 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 offset all or any portion of the amount described in this Section against amounts due to RCD under this Agreement or any other agreement between RCD and County.

**13. Compliance with County Employee Jury Service Ordinance**

RCD shall comply with Chapter 2.85 of the County's Ordinance Code, which states that RCD shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with RCD or that the RCD may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, RCD certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if RCD has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of

San Mateo County's jury service ordinance, RCD certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, RCD shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed, above, is less than one-hundred thousand dollars (\$100,000), but RCD acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) RCD shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and RCD shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) RCD shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

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

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**IN WITNESS WHEREOF**, this Agreement between the COUNTY PARKS and RCD for design, specifications, permits and construction contract advertisement, award, and administration of the Old Haul Road Sediment Reduction Project has been executed by the parties hereto as of the day and year first written above.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT

By:  \_\_\_\_\_  
Executive Director

Date: 11/8/2016

## EXHIBIT A

### SCOPE OF WORK – Old Haul Road Sediment Reduction Project, Phase 1

The San Mateo County Resource Conservation District (RCD) is a non-regulatory, public agency that works in partnership with landowners/managers and provides technical assistance to help with land management goals in a way that also restores and protects local watersheds. As part of its Rural Roads program, the RCD has been working to identify and address priority rural roads that are delivering sediment into Pescadero Creek. The Legacy Forest Road Sediment Reduction on Old Haul Road Project will address legacy impacts of forest management on high priority salmonid habitat in Pescadero Creek by improving the stream crossing at Dark Gulch Creek (a tributary to Pescadero Creek) and surface drainage on Old Haul Road, a legacy logging road that is now used for recreation and emergency response, timber property, and fire protection access in Pescadero Creek County Park in Pescadero. San Mateo County Parks Department and the RCD have identified two issues that must be resolved to develop a project to address this crossing. First, uncertainty about the amount and exact types of fill in the Dark Gulch crossing will be addressed through topographical and geotechnical surveys, and this information will be used to evaluate the feasibility of different approaches to removing and potentially reusing some of the material that comprises the crossing. Second, a narrow work window is necessary to complete a project of this scale, however, the work site is located within Marbled Murrelet (MAMU) nesting territory and California Red Legged Frog (CRLF) breeding habitat, and standard allowable work windows would be insufficient. In order to ensure the selected contractor will be able to do the work in one season, the RCD and San Mateo County Parks are consulting with state and federal agencies to identify options for the needed work window.

#### **Roles and Responsibilities (per Stewardship MOU signed July 2015):**

San Mateo County Resource Conservation District: The RCD will be responsible for all aspects of project management, including fiscal management, reporting, and successful and timely completion of deliverables. With project partners, the RCD will develop and distribute a bid package, select contractors, and manage contracts. The RCD will draft, finalize, and manage subcontracts with the Engineer Subcontractors (Timothy C. Best, CEG, and HKA Associates), the Permit Contractor (Lux Environmental Consulting), and the Qualified Biologist(s) and Archeologist(s). The RCD will oversee coordination among partners and contractors and ensure pre-, during, and post- project monitoring is completed.

San Mateo County Parks Department: County Parks is the landowner. They will allow for access to the property for assessments, surveys, designs, and related biological monitoring associated with the project. County Parks will work with RCD to facilitate the project as needed by posting/noticing the public of planned closures of a portion of the Old Haul Road. This will include posting of temporary signage explaining the project by County Parks.

#### PHASE 1

During Phase I Planning, the RCD will work with County Parks, County Department of Public Works, consultants, and regulatory agencies to address critical issues and position the project towards implementation. Integrated Watershed Restoration Program (IWRP) funding will pay for RCD staff time to complete the Phase I Planning tasks in this scope of work (SOW). San Mateo County will be providing funding to pay for the consultant costs of topographic and geotechnical surveys and analyses, and feasibility analyses.

## EXHIBIT A

### **Task 1 – Project Administration and Oversight. (RCD Staff – no cost to San Mateo County for 2016)**

Project administration includes time spent working on review of the site evaluation and feasibility of design alternatives, species and permit related issues, project management, preparation of the work program, contracts, invoices, progress reports, and organizing and attending meetings and site visits.

#### **TASK 1.1 – CONTRACTING**

Time spent securing funds and procuring consultants.

#### **TASK 1.2 – REVIEW AND COORDINATION OF ENGINEERING WORK**

RCD will work with San Mateo County staff and engineering consultants to complete needed site evaluation studies and analyses of design feasibility, and deliverables.

#### **TASK 1.3 – SPECIES PERMITTING ISSUES**

RCD will work on species permitting issues related to extending the construction window.

#### **TASK 1.4 – MEETINGS AND SITE VISITS**

RCD will organize and host project meetings and site visits, including a site visit with IWRP multi-agency Technical Advisory Committee to review and get input on design concepts.

### **Task 2 – Technical Direction of Engineering Surveys and Analyses. (Engineering Project Consultant)**

Evaluation of site conditions and development of designs for this crossing will require specialized engineering work by multiple consultants. This task, to be completed by the engineering project consultant, includes technical direction and coordination of all data collection and analyses performed by the entire consultant team (described in Tasks 3, 4 and 5) to ensure their sufficiency and quality to support development of the technical work products. These technical management and administrative duties include correspondence, coordination, and technical documentation and reports directly related to the project.

### **Task 3 – Site Evaluation (Consultant Team)**

#### **TASK 3.1 - SITE RESEARCH AND REVIEW OF EXISTING SITE DATA/INFORMATION**

The site evaluation will begin with a review of existing background information (data and reports) related to the project, including existing technical reports (e.g., geotechnical or geological studies or watershed assessments), stream and rainfall gauge records, historic aerial photographs, and any other information made available by the County.

#### **TASK 3.2 - DARK GULCH TOPOGRAPHIC SURVEY**

A survey of the Dark Gulch Crossing will be conducted and a topographic map prepared to aid in the design and construction of a proposed new crossing. This work will include the following scope:

- Set several random control points to the North and South of the Dark Gulch crossing which will be utilized throughout the duration of the project.



## EXHIBIT A

- Survey existing site conditions, including but not limited to; existing roadbed, grade breaks, drainage structures, trees over 18" in diameter, creek flowline upstream and downstream of the site, sink holes, slides, and grade breaks.
- Locate temporary control points
- Elevations will be based on an assumed datum.
- Prepare up to 4 cross sections of the existing conditions.
- Prepare a topographic map with 1' contour intervals and spot elevations throughout.

The limits of the mapping will be sufficient to include the anticipated limits of disturbance associated with crossing and approach road construction, temporary access, dewatering (if required), and staging. It is anticipated that this survey will extend 50 feet beyond the limits of the existing fill. County Parks Department will assist in the removal of low vegetation to improve line of sight for improved efficiency of the survey.

### TASK 3.3 –OLD HAUL ROAD AND RHODODENDRON CREEK MAPPING

The consulting team will map site conditions along Old Haul Road and at Rhododendron Creek using a topographic map generated from the County LiDAR bare earth data. This map will depict limits of the existing roadbed, cut and fill slope limits, erosional features, drainage structures, and trees over 12" in diameter. We will establish a network of permanent control points in the vicinity of the proposed work.

### TASK 3.4 – GEOTECHNICAL / ENGINEERING GEOLOGIC and GEOMORPHIC STUDY

The purpose of this study will be to explore the surface and subsurface conditions at the site to develop recommendations for the removal and replacement of fill embankment and installation of a new culvert at Dark Gulch, placement of temporary fill along the Old Haul Road, and improvements to Rhododendron Creek.

The geotechnical work will be focused at Dark Gulch and will be centered around 1) determination of fill material below the roadway that comprises the fill embankment including an understanding of the distribution of logs (to the extent feasible) and 2) analysis that seeks to establish cost effective fill compaction and embankment design criteria. We recognize the desire to use on-site soil as engineered fill, the limited water resources readily available for moisture conditioning soil during compaction, and the potential need for adaptation to the actual conditions that may be uncovered during excavation for the project. We also understand that the existence, distribution and decay of large diameter crib logs that comprise the existing fill embankment presents a potential significant constraint on the repair.

The engineering geologic and geomorphic work will focus on 1) mapping of site conditions, 2) identification of geologic and erosion hazards, and 3) development of grading and erosion control measures to mitigate those hazards. Mapping and information gathered during the engineering study will provide the foundation for the proposed upgrades

#### Geotechnical Field Study (Dark Gulch)

- Drill and log three or four exploratory boreholes utilizing a truck mounted drill rig, gather field data including standard penetration testing results, and collect soil samples to return to our lab for testing.
  - Obtain a geotechnical drilling permit from San Mateo County
  - The exploratory drill rig will be provided and operated by a consultant.
  - County Environmental Health requires all exploratory borings to be backfilled with concrete grout. This is not appropriate at this site due to cavities in the fill and the potential for the

## EXHIBIT A

concrete to reach the stream channel. Grouting only the top 8-10 feet of the boring with the lower portion backed filled with earth is recommended. A variance to the Environmental Health grouting policy will be required.

- ASSUMPTION: Costs outlined here assume the boring will be grouted to a 8-10 foot depth. If a variance is not granted and the entire hole needs to be grouted, extra costs will apply.
- Characterize and determine the density and relative compaction of the existing embankment soils in relation to the existing oversteepened ¼:1 to 1:1 (H:V) fillslopes.

### Geotechnical Engineering Analysis

- Measurements will be taken of moisture content and density of the existing fill materials sampled during the field investigation.
- Three compaction curves (ASTM D 1557) of collected subsurface soil from the site will be completed in a laboratory that will then be used for stability analysis and during actual construction of the fill embankments during the construction project.
- Three samples of soils collected during the field investigation will be recompacted, and used to measure the shear strength of those recompacted fills. We anticipate that 80 to 85% relative density will be used in the compacted samples selected for shear testing.
- A slop stability analysis for the proposed embankments at the site will be completed. These will include static analysis of 1:1 or ½:1 temporary cutslope gradients, anticipated for use during construction; and seismic analysis of 1.5:1 finished fillslope embankment gradients.

### Engineering Geologic Study

This study includes the following tasks:

- Map geologic and geomorphic conditions along the entirety of the roadway and at Dark Gulch and Rhododendron Creek.
- Field characterize soils
- Qualitatively evaluate landslide and seismic hazards at the project site
- Qualitatively evaluate erosion hazards at the project site.

### Geotechnical / Engineering Geologic report or memorandum

- Preparation of a geotechnical report presenting findings, conclusions and recommendations for fill removal, culvert placement, fill replacement and erosion control.

## TASK 3.5 – HYDROLOGIC STUDY

The peak flow rates at the project site will be determined for several return intervals (10, 50 and 100-year) based upon regional regression equation calculations. Culvert diameter for the different peak discharge events will be calculated. A hydraulic model will be developed to determine the velocity and depth of the water in the creek during several peak flow events at the culvert outfall. This information will assist in evaluating the project's impacts on flooding, scour, and bank stability/erosional forces.

## **Task 4 – Feasibility Analysis and Development of Preliminary Crossing Design (Consultant Team)**

### TASK 4.1 – FEASIBILITY ANALYSIS OF DESIGN CONCEPTS

An analysis of feasibility for the design concepts will be conducted based on the findings of the site evaluation.

### TASK 4.2 – PRELIMINARY CROSSING DESIGN

Preliminary level designs for the crossing repair will be developed. Details of this design will be dependent on the outcomes site evaluation and feasibility analysis, and

## EXHIBIT A

The design drawings will be sufficiently accurate and complete to determine project layout, impacts, opportunities, constraints and material quantities. Information to be provided on the Drawings will include:

- Site topography and grading plan, identifying ground disturbance and vegetation removal.
- Estimate of grading volumes
- Typical details, cross sections and profiles.
- Limits of disturbance, including temporary access, staging areas, and disposal sites for materials.

A technical memorandum will be prepared to support the concept design. This memorandum will outline site conditions, constraints and will detail uncertainties. A preliminary engineer's cost estimate will also be provided.

### **Task 5 – Meetings and Consultations (Consultant Team)**

The consulting team will attend 4 meetings and two conference calls with the client, stake holders and agency personnel and will include the following:

- One progress site meeting to discuss project status and preliminary findings
- One site visit with relevant regulatory agency staff to identify key issues and provide the agencies with an on-site assessment of conditions.
- On site visit with biologist, archeologist, and/or botanist to review project limits
- One meeting following completion of the preliminary design alternatives to provide an opportunity for the project team, client and stake holders to review the results
- Two conference calls to discuss project status

Budget for Engineering Consulting Team	Cost:
Task 2 - Technical Direction of Engineering Surveys and Analyses (Engineering Project Consultant)	\$3,900.00
Task 3 – Site Evaluation	
Task 3.1 – Site Research and Review of Existing Site Data/Information (Geotechnical Consultant)	\$2,150.00
Task 3.2a – Topographic Survey of Dark Gulch (Land Surveying and Civil Engineering Consultant)	\$12,500.00
Task 3.2b – Analysis of Topographic Survey (Engineering Project Consultant)	\$6,000.00
Task 3.3. – Reconnaissance Mapping of Old Haul Road and Rhododendron Gulch (Engineering Project Consultant)	\$9,150.00
Task 3.4a – Geotechnical Field Study (Geotechnical Consultant)	\$27,450.00
Task 3.4b – Engineering Geologic Study (Engineering Project Consultant)	\$6,360.00
Task 3.5 – Hydrologic Study (Engineering Project Consultant)	\$1,330.00
Task 4 – Analysis of Feasibility and Preliminary Design	
Task 4.1 – Analysis of Feasibility of Design Concepts (Engineering Project Consultant)	\$6,000.00
Task 4.2a – Development of Preliminary Crossing Design (Geotechnical Consultant)	\$9,300.00

EXHIBIT A

Task 4.2b – Development of Preliminary Crossing Design (Land Surveying and Civil Engineering Consultant)	\$8,400.00
Task 4.2c – Development of Preliminary Crossing Design and Technical Memo (Engineering Project Consultant)	\$10,150.00
Task 5a – Meetings and Coordination (Engineering Project Consultant)	\$6,000.00
Task 5b – Meetings and Coordination (Geotechnical Consultant)	\$7,090.00
<b>Total:</b>	<b>\$115,780.00</b>



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
County Manager



**Date:** October 31, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Edward A. Wood, Public Safety Communications Director

**Subject:** Agreement with the City of Daly City for Public Safety Communications Services

**RECOMMENDATION:**

Adopt a resolution authorizing the President of the Board of Supervisors to execute the Agreement with the City of Daly City for Public Safety Communications services, from January 1, 2017 through December 31, 2021, for a total amount of \$7,088,000.

**BACKGROUND:**

In an effort to save money and improve services, the City of Daly City has taken steps to find alternatives to their sole source internal police dispatcher services. This began several years ago when they held a meeting and conducted data analysis to determine if opening a multi-agency local dispatch center was viable. Although that research did not show either a significant savings or a better level of service, it did not stop Daly City from looking for other options of finding a cost savings with similar service levels for their police communications.

Then, in early 2015, the City of Daly City requested a proposal from Public Safety Communications (PSC) to provide for their police communications services. On February 22, 2016, after several meetings between City and Police administrative staff and PSC management, the Daly City City Council held a study session and gave direction to the City Manager to bring forth more information for a future Council meeting regarding police communications services with PSC. On May 23, 2016, the Daly City City Council directed their Manager to negotiate an agreement for police communications services with the County, with the intent of having the agreement go into effect on or about January 1, 2017.

During the course of the negotiations, the City of Daly City Police Department experienced a sudden staffing shortage in their dispatch center. They requested assistance from PSC to help alleviate the shortage. As a result, an agreement was

reached for PSC to provide police communications services on a limited basis from July 17, 2016, until the implementation of the full contract on January 1, 2017 (see attachment).

It is worth noting that the Daly City Police Department was providing services with an FTE staff of 11 dispatchers. Through economies of scale and with adjustments within PSC, we are able to provide those services by adding only an additional 6 FTE dispatchers.

**DISCUSSION:**

Public Safety Communications provides emergency dispatch services, supervisory personnel 24 hours a day, seven days a week, management overhead, and public safety systems oversight and maintenance. The Agreement includes a small pro-rata share of services and supply costs and provisions for Public Safety Communications Dispatch Staff to participate in community public education, neighborhood meetings, crime prevention campaigns, and ride-alongs with assigned Daly City Police personnel.

The Base Fee in year one is \$1,250,000 and in year two it is \$1,350,000. In year three the base fee is \$1,475,000 in addition to a cost of living adjustment of \$29,000 for a year three total of \$1,479,000. In years 4 and 5, the base fee is \$1,475,000 in addition to a cost of living adjustment of \$29,500 for a total of \$1,504,500 each year. The total for the five year agreement is \$7,088,000

In addition to the base fee and cost of living increases, Daly City will pay the County \$50,000 the first year for costs associated with initial set up and technology start-up of dispatch services.

County Counsel has reviewed and approved the agreement and resolution as to legal form.

Approval of this agreement contributes to the Shared Vision 2025 community outcome of Healthy Communities by ensuring that efficient and prompt 911 communications services are rendered to the citizens and visitors of Daly City, 24 hours a day, seven days a week. The Daly City City Council approved this agreement and signed by the City Manager Pat Martel on October 31, 2016.

**FISCAL IMPACT:**

Under this agreement, total reimbursement is provided to the County in the amount of \$7,088,000 for services beginning January 1, 2017 through December 31, 2021.

**RESOLUTION NO. .**

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

\* \* \* \* \*

**ADOPT A RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD OF SUPERVISORS TO EXECUTE THE AGREEMENT WITH THE CITY OF DALY CITY FOR PUBLIC SAFETY COMMUNICATIONS SERVICES, FROM JANUARY 1, 2017 THROUGH DECEMBER 31, 2021, FOR A TOTAL AMOUNT OF \$7,088,000.**

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

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance, an Agreement whereby the County of San Mateo will provide public safety communications services for the City of Daly City,

**WHEREAS**, the County will provide public safety communications services and the City will reimburse the County for all costs incurred; and

**WHEREAS**, this Board has been presented with a form of such Agreement and said Board has examined and approved the same as to both form and content and desires to enter into the same.

**BE IT FURTHER RESOLVED**, that the President of this Board of Supervisors be, and is hereby authorized, to execute said agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

\* \* \* \* \*

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
THE CITY OF DALY CITY**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_, 2016, by and between the **COUNTY OF SAN MATEO**, hereafter called "COUNTY," and the **CITY OF DALY CITY** hereafter called "CITY";

WITNESSETH:

**WHEREAS**, pursuant to Government Code §§ 51300 *et seq.*, COUNTY and CITY may contract for the performance of CITY functions by the appropriate officers and employees of COUNTY; and

**WHEREAS**, CITY desires that COUNTY provide public safety dispatch services as hereafter set forth, for and on behalf of CITY, within the territorial limits of CITY, and COUNTY, by and through its Office of Public Safety Communications, is able and willing to perform such services,

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

**1. Exhibits.**

Exhibit A, describing the services that the parties have agreed the COUNTY will provide for the CITY, as well as the fees the CITY will pay COUNTY for said services, is attached hereto and incorporated by reference herein.

**2. Services to be performed by COUNTY.**

In consideration of the payments set forth herein, COUNTY shall perform a defined range of Public Safety Communications (PSC) services for CITY as set forth herein and in Exhibit A.

**3. Payments.**

a) The CITY will pay fees for the duration of the Agreement term in accordance with the following fee schedule:

	Year 1 FY16/17	Year 2 FY17/18	Year 3 FY18/19	Year 4 FY19/20	Year 5 FY20/21	Total 5-Year Contract
Base Fee	\$1,250,000	\$1,350,000	\$1,450,000	\$1,475,000	\$1,475,000	\$7,000,000
COLA			\$29,000	\$29,500	\$29,500	\$88,000
<b>TOTAL Fee*</b>	<b>\$1,250,000</b>	<b>\$1,350,000</b>	<b>\$1,479,000</b>	<b>\$1,504,500</b>	<b>\$1,504,500</b>	<b>\$7,088,000</b>

\* Total Fee not to exceed the Total Fee listed for each fiscal year.

b) The Base Fee is set for the first five fiscal years (i.e., July 1 through June 30) of the Agreement term. A two percent (2%) cost of living increase (COLA) is included in years three through five. Total Fee is the combined Base Fee and COLA set forth above payable for each fiscal year. The parties agree and acknowledge that stated Total Fees are based on projected total cost recovery for COUNTY for services rendered.



- c) CITY will pay the COUNTY an additional \$50,000 the first year for costs associated with initial set up and technology start-up of dispatch services.
- d) Should CITY require communications services above and beyond the basic console staffing (as defined in Exhibit A), COUNTY will charge CITY for said services at the actual cost, not to exceed the overtime rate of a Supervising Communications Dispatcher (\$80/per an hour). An extraordinary event is an event which requires service in excess of twenty four hours and is a service which is not covered in the basic service as described in Exhibit A.
- e) Under this Agreement, there is no direct reimbursement by CITY for COUNTY's purchase of equipment that facilitates dispatch service. However, parties agree to meet and negotiate in good faith their participation in an Equipment Replacement Fund to be developed and established by COUNTY during the Agreement Term.
- f) All technology hardware, software, and licensing needed to support Public Safety Communication Services (PSC) as described in Exhibit A of this Agreement will be included at no cost to the CITY. Any technology, software, and/or licensing enhancements not in direct support of PSC services as described in Exhibit A will be subject to good faith negotiation of costs and costs sharing between COUNTY and CITY.
- g) Under the terms of this Agreement, COUNTY is solely responsible for salaries and benefits of its own employees. COUNTY has the capacity to hire all of the current CITY Communications Staff. As with any law enforcement position, there are requirements for a background investigation. If the CITY dispatchers successfully pass the background process, they shall be hired.
- h) During the term of this Agreement, if CITY police staff increases by 5% or more, the parties agree to meet and negotiate in good faith to agree on costs to offset the additional workload that will be incurred by COUNTY. FY15/16 staffing is 111 sworn officers, and 28 professional staff (not including Dispatch Staff).
- i) In the event the term of the Agreement continues beyond the term allowed pursuant to Section 4, the cost of dispatch services shall be established by mutual agreement of the parties prior to Termination Date or Anniversary Date, provided that if the parties cannot agree on the cost of dispatch services prior to said date, the amount for the Total Fee for dispatch services for the next fiscal year shall be increased by the current percentage index established by the Bay Area Consumer Price Index (CPI), from the previous fiscal year until the parties can reach agreement or the parties terminate the Agreement for failure to agree on a new rate. Any agreement by the parties to extend this agreement beyond the five year term requires approval of the Board of Supervisors.
- j) The CITY and COUNTY agree to negotiate in good faith to renew this Agreement for additional periods and terms as they agree. The CITY and COUNTY may consider performance measures as described in Exhibit "A" and current CPI to determine the new rate of dispatch services for the renewal of this Agreement. Any agreement by the parties to extend this agreement beyond the five year term requires approval of the Board of Supervisors.

**4. Term and Termination.**

The term of this Agreement ("Term") shall be from January 1, 2017 through December 31, 2021 (a five (5) year term).

This Agreement may be terminated by CITY without a requirement of good cause, effective on or before December 31<sup>st</sup> of a given year during the term of the Agreement by providing six (6) months' advance written notice to the other party.

In the event of termination, payment shall be prorated based on the rates set forth in Section 3.

**5. Relationship of Parties.**

Both parties agree and understand that the work/services performed by COUNTY under this Agreement are performed as an independent contractor, and that neither party's employees acquire any of the rights, privileges, powers, or advantages of the other party's employees. No pension rights of CITY or COUNTY employees will be affected by this Agreement.

**6. Hold Harmless.**

- A. CITY shall defend, hold harmless and indemnify COUNTY and its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of CITY, its officers and/or employees.
- B. COUNTY shall defend, hold harmless, and indemnify CITY and its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of COUNTY, its officers and/or employees.
- C. In the event of concurrent negligence of COUNTY, its officers and/or employees, and CITY, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.
- D. This section shall include, without limitation, any actions, claims, suits, demands, and liability of every name, kind, and description brought for, or on account of, injuries to or death of any person, including CITY or COUNTY, or damage to property of any kind whatsoever and to whomsoever belonging.
- E. The duty to indemnify and hold harmless as set forth herein shall include the duty to defend as set forth in Civil Code Section 2778.

**7. Assignability and Subcontracting.**

Neither party may assign the benefits nor delegate the duties set forth in this Agreement.

**8. Insurance.**

Both parties shall maintain sufficient insurance, self-insurance, or a combination thereof, to comply with the following requirements, and, if requested, each party shall furnish the other party with certificates of insurance evidencing the required coverage. Thirty (30) days' notice must be given, in writing, to the County Manager's Office of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A. **Workers' Compensation and Employer's Liability Insurance.** Both parties shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance, or an acceptable program of self-insurance providing full statutory coverage. In signing this Agreement, parties certify, as required by Section 1861 of the California Labor Code, that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and parties will comply with such provisions before commencing the performance of the work of this Agreement. City shall remain responsible for all Workers' Compensation claims with an injury date that is before the date of employment with the County for the entire life of the claim. The County will be responsible for Workers' Compensation claims that occur or have an injury date after the date of employment. In the event of a claim that involves both prior and current employer, parties will negotiate apportionment, with the Workers' Compensation Appeal Board being the final arbitur.

**9. 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 be subject to discrimination under this Agreement.

CITY and COUNTY 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. CITY's and COUNTY's equal employment policies shall be made available to either party upon request.

**10. Retention of Records.**

Each party agrees to provide to the other party, to any federal or state department having monitoring or reviewing authority, to COUNTY's or CITY's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit 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.

CITY and COUNTY shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

**11. Merger Clause.**

This Agreement, including all exhibits attached hereto, 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. 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.

**12. Controlling Law.**

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.

**13. Notices.**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

**In the case of COUNTY, to:**

County Manager  
Hall of Justice and Records  
400 County Center  
Redwood City, CA 94063

**In the case of CITY, to:**

City Manager  
City of Daly City  
333 90<sup>th</sup> Street  
Daly City, CA 94015

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

**COUNTY OF SAN MATEO**

By: \_\_\_\_\_  
President of the Board of Supervisors

Date: \_\_\_\_\_

**CITY OF DALY CITY**

By: Patricia S. Martel

Date: 10/31/2016

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

**EXHIBIT "A"**  
**PUBLIC SAFETY COMMUNICATIONS SERVICES**

*In consideration of the payments set forth in the Agreement, County shall provide the following services:*

**I. DESCRIPTION OF PUBLIC SAFETY COMMUNICATIONS (PSC) SERVICES**

**A. COUNTY shall provide CITY With:**

1. Telephone answering of 911 and emergency phone lines. 7-digit emergency lines are equivalent to CITY's current emergency lines consisting of (650) 991-8092 and (650) 991-1225.

Non-emergency and administrative telephone lines will be answered by City Staff. After-hours non-emergency and administrative telephone lines will be triaged directly through the CITY Phone Tree. One of the selections will allow direct contact with PSC call takers.

2. Notifications:

- a. Notification of sworn, non-sworn and CITY staff as requested by CITY via SMC Alert System. These include but are not limited to CITY services, SWAT, Investigations and traffic investigations.
- b. At the request of CITY, COUNTY will make notifications to government and non-government agencies. These include but are not limited to probation, parole, Child Protective Services, on-call judges, Community Overcoming Relationship Abuse (CORA), transportation companies (taxi cabs) and on-call District Attorney's Office staff.
- c. Notification/call-alert by activating digital notification equipment.
- d. Will make appropriate notifications to victims of stolen vehicles.

3. Dispatching, including automated status keeping, and associated activity reports and inquiries.
4. COUNTY will provide staff for initial training on Computer Aided Dispatch system for both sworn and non-sworn CITY personnel at no additional cost. Included is "Train the Trainer" for selected staff.

5. Northrup Grumman Computer Aided Dispatch (CAD) or like (CAD) system Client licenses to be installed in the mobile units and installed on desktop computers. Not to exceed ninety licenses.
  6. COUNTY will provide digital recordings of radio traffic and telephone interactions going through the PSC Digital Logging System when requested by the San Mateo County District Attorney's Office.
  7. COUNTY will provide CITY with access to PSC Digital Logging System to obtain audio recordings for training and evidence.
    - a. CITY will be responsible for providing all other digital audio recordings of radio traffic and telephone interactions going through PSC Digital Logging System. These include but are not limited to requests from media, attorneys, and all California Public Records Act Requests.
  8. During the Agreement term, Public Safety Communications will provide the CITY with a bi-annual performance report. PSC and the CITY will determine the performance measures to be reported prior to operational transition.
- B. COUNTY shall provide CITY with the aforementioned services twenty-four (24) hours a day, three hundred sixty-five (365) days per year:
1. COUNTY is responsible for the recruitment, hiring, and training of all PSC employees. The COUNTY will ensure the recruitment, hiring, and training meet state mandates and the minimum standards of Police Officer Standards and Training (POST).
  2. CITY shall have direct access to all relevant computerized law enforcement data bases twenty-four (24) hours a day, three hundred sixty-five (365) days a year. COUNTY shall be responsible for accessing as well as making required data entries and removals from the following systems:
    - NLETS – National Law Enforcement Telecommunications Service
    - CLETS – California Law Enforcement Telecommunications Service
    - CJIS – Criminal Justice Information Services
    - DMV – Department of Motor Vehicles
    - SVS - Stolen Vehicle System - COUNTY will make entries and removals of repossessed or impounded vehicles.
    - AFS - Automated Firearms System – Entries and removals will be provided after CITY's normal business hours when a safety concern is identified or at the request of an on duty supervisor.
    - APS - Automated Property System- Entries and removals will be provided after CITY's normal business hours when exigent circumstances exist that require an immediate entry be made or at the request of an on duty supervisor.
    - MUPS - Missing and Unidentified Persons File

3. CORI (Criminal Offenders Records Information) or CHS (Criminal History System) access will not be available to CITY through this Agreement. This access is for the dispatch function only, not for records and/or administrative purposes.
4. California Automated Restraining Protective Order System (CARPOS) formerly known as Domestic Violence Restraining Order System (DVROS) is offered through an agreement with the San Mateo COUNTY Sheriff's Office Records Unit.

## II. **RESPONSIBILITIES OF COUNTY**

- A. Provide working space and facilities overhead costs at the COUNTY facility for the personnel and equipment described in this Agreement.
- B. Provide and maintain telephone equipment to accommodate the CITY's 9-1-1 and seven (7) digit emergency telephone volume.
- C. Provide and maintain radio console equipment within the Communications Center to effect radio transmissions from the Communications Center to the CITY Analog Radio system or access the COUNTY's trunked radio system on the frequencies designated as agreed upon.
- D. Provide and maintain recording equipment to log and record incoming and outgoing transmissions related to radio and telephone incidents. All radio frequencies or telephone lines used for CITY business in the Communications Center operation (not Administrative Offices) shall be recorded.
- E. Serve as 9-1-1 PSAP (Public Safety Answering Point) and ensure that an alternative 9-1-1 site is established and lines are maintained in compliance with rules, policies, and regulations of the State of California 9-1-1 Program, should the Center's 9-1-1 system fail.
- F. Maintain the geographic file of CITY's response areas needed for CAD.
- G. Update CLETS entries during established business hours via the automated computer system in accordance with state, local, and departmental policy and in compliance with section B(2) of this exhibit.
- H. Host periodic liaison meetings that include line supervisors and/or management representatives in order to decide issues of mutual interest.
- I. Ensure that the existing CAD System accurately reflects the operations of the CITY.
- J. Provide general business numbers for designated police dispatcher and on duty dispatch supervisor that can be used by CITY personnel for official business.
- K. Responsible for Message Switch use costs associated with terminals controlled by COUNTY.

- L. Provide Business Objects Report for CAD system for tracking of false alarm calls.
- M. COUNTY will have viewing capabilities of the CITY's security surveillance system. CITY must provide COUNTY with all hardware, software, licensing and access to the system.
- N. COUNTY will have access to:
  - CITY's Radio System Automated Numerical Identification System (ANI). CITY will provide all hardware, software and licensing for the system.
  - CITY's Automatic Vehicle Location System (AVL). CITY will provide all hardware, software and licensing for the system.
- O. Provide Communications Center personnel to represent COUNTY at meetings/training, etc. at the Daly CITY Bureau's request, provided ample notice is given such that staffing in the Dispatch Center is maintained.

III. **RESPONSIBILITIES OF CITY**

- A. Arrange to have incoming business and other non-emergency calls deferred to the CITY Phone Tree.
- B. Ensure that its law enforcement contractors learn and comply with established procedures with regard to the communications operation.
- C. Maintain direct telephone lines, high speed data lines between CITY Hall and the Communications Center.
- D. Responsible for CITY Message Switch costs associated with CITY use.
- E. Seek reimbursement opportunities to offset costs associated with Dispatch services for special events e.g., Traffic Details, Avoid the 23 Impaired Driving Enforcement Program, the Olympic Club and Cow Palace.
- F. City will ensure all personnel are certified as Full Access or Less than Full Access operators.



# ATTACHMENT "A"

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE CITY OF DALY CITY FOR TEMPORARY DISPATCH SERVICES

THIS AGREEMENT FOR TEMPORARY DISPATCH SERVICES ("this "Agreement") is entered into this 17<sup>th</sup> day of July, 2016 by and between the COUNTY OF SAN MATEO, hereafter called "COUNTY," and the CITY OF DALY CITY hereafter called "CITY,"

### WITNESSETH:

WHEREAS, pursuant to Government Code §§ 51300 et. Seq., COUNTY and CITY may contract for the performance of city functions by the appropriate officers and employees of COUNTY;

WHEREAS, this Agreement is to provide backup support for public safety dispatch services to the CITY to address the immediate staffing vacancies; and

WHEREAS, CITY desires that COUNTY provide public safety dispatch services COUNTY as hereafter set forth, for and on behalf of CITY, within the territorial limits of CITY, and COUNTY, by and through its Office of Public Safety Communications, is able and willing to perform such services,

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

1. **Exhibits.**

Exhibit A, describing the services that the parties have agreed and COUNTY will provide for the CITY, as well as the fees the CITY will pay COUNTY for said services, is attached hereto and incorporated by reference herein.

2. **Services to be performed by COUNTY.**

In consideration of the payments set forth herein, COUNTY shall perform a defined range of Public Safety Communications (PSC) services for CITY as set forth herein and in Exhibit A:

3. **Payments.**

(a) The CITY will pay an hourly rate of \$78.00 per hour per staff member(s) assigned to dispatch and/or call take for the CITY.

(b) Should the CITY require staffing for a pre-planned event above and beyond the basic console staffing, the COUNTY will charge the CITY for said services at the rate of \$78.00 per hour per staff member(s).

4. **Term and Termination.**

The term of this Agreement shall be from July 17, 2016, through December 31, 2016. However, in no case can the total cost of this agreement exceed \$100,000. The City Manager is authorized on behalf of the CITY to extend the term of this Agreement for one additional six month period.

This Agreement may be terminated by the CITY or COUNTY without a requirement of good cause, with 30 days' notice by either party.

5. **Relationship of Parties.**

Both parties agree and understand that the work/services performed by COUNTY under this Agreement are performed as an independent contractor, and that neither party's employees acquire any of the rights, privileges, powers, or advantages of the other party's employees. O pension rights of City or COUNTY employees will be affected by this Agreement.

6. **Hold Harmless.**

A. CITY shall defend, save harmless and indemnify COUNTY, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of CITY, its officers and/or employees.

B. COUNTY shall defend, save harmless and indemnify CITY, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of COUNTY, its officers and/or employees.

C. In the event of concurrent negligence of COUNTY, its officers and/or employees, and CITY, its officers and/or employees, then the liability for any all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

D. This section shall include, without limitation, any actions, claims, suits, demands, and liability of every name, kind, and description brought for, or on account of injuries to or death of any person, including CITY or COUNTY, or damage to property of any kind whatsoever and to whomsoever belonging.

E. The duty to indemnify and hold harmless as set for the therein shall include the duty to defend as set forth in Civil Code Section 2778.

7. **Assignment and Subcontracting.**

Neither party may assign the benefits nor delegate the duties set forth in this Agreement.

8. **Insurance.**

Both parties shall maintain sufficient insurance, self-insurance, or a combination thereof to comply with the following requirement, and, if request, each party shall furnish the other party with certificates of insurance evidencing he required coverage. Thirty (30) days' notice must be given, in writing, to the County Manager's Office of any pending change in the limits of liability or any cancellation or modification of the policy.

A. **Worker's Compensation and Employer's Liability Insurance.** Both parties shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance, or an acceptable program of self-insurance providing full statutory coverage. In signing this Agreement, parties certify, as required by Section 1861 of the California Labor Code, that they are 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 provision of the Code, and parties will comply with such provisions before commencing the performance of the work of this Agreement.

of the Code, and parties will comply with such provisions before commencing the performance of the work of this Agreement.

B. **Liability Insurance.** CITY and COUNTY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect them 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 CITY's and COUNTY's operations under this Agreement, whether such operations be by himself/herself or by any subcontractor 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:

1.	Comprehensive General Liability	\$2,000,000
2.	Motor Vehicle Liability Insurance	\$2,000,000

9. **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.

CITY and COUNTY 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. CITY and COUNTY's equal employment policies shall be made available to either party upon request.

10. **Retention of Records.**

Each party agrees to provide to the other party, to any federal or state department having monitoring or reviewing authority, to COUNTY's or CITY's authorized representative and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit 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 provided.

CITY and COUNTY shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

11. **Merger Clause.**

This Agreement, including Exhibit A hereto 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. 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.

12. Controlling Law.

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.

13. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:  
County Manager  
Hall of Justice and Records  
400 County Center  
Redwood City, CA 94063

In the case of City, to  
City Manager  
City of Daly City  
333 90<sup>th</sup> Street  
Daly City, CA 94015

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

COUNTY OF SAN MATEO

By: Edward A. Ware

Date: 8/11/14

CITY OF DALY CITY

By: Fatima S. Martel

Date: 8/3/2016

**EXHIBIT "A"**  
**PUBLIC SAFETY COMMUNICATIONS SERVICES**

*In consideration of the payments set forth herein COUNTY shall provide the following services:*

**I. DESCRIPTION OF PUBLIC SAFETY COMMUNICATIONS (PSC) SERVICES**

A. COUNTY shall provide CITY's Police Department with:

1. Telephone answering of 911 and emergency phone lines. Seven (7) digit emergency lines are equivalent to CITY's current emergency lines consisting of 650-991-1226 and 650-991-1225 as well as internal administrative line of 991-8092.

Non-emergency and administrative telephone lines will be answered by CITY staff. After-hours non-emergency telephone lines will be triaged directly through the CITY phone tree. One of the selections will allow direct contact with PSC call-takers.

2. Notifications:

- a. Notification of sworn, non-sworn and CITY staff as requested by CITY via SMC Alert System. These include but are not limited to CITY services, SWAT, investigations and traffic investigations.

- b. At the request of CITY, COUNTY will make notifications to government and non-government agencies. These include but are not limited to probation parole, Child Protective Services, on call judges, Community Overcoming Relationship Abuse (CORA), transportation companies (Cabs) and on-call District Attorney staff.

- c. Notification/call-alert by activating digital notification equipment.

- d. Notifications to victims of stolen vehicles.

3. Dispatching, including automated status keeping and activity reports and inquiries.

- a. COUNTY will utilize only the primary CITY police radio frequency until such time as the necessary CITY vendor(s) complete the work necessary for COUNTY to access the secondary police radio frequency. Upon notification of the completion of the necessary work by CITY, COUNTY will add the secondary frequency within 3 business days.

4. County will provide digital recordings of radio traffic and telephone interactions going through the PSC Digital Logging System when requested by the San Mateo County District Attorney's Office.

- a. Upon completion of appropriate interface CITY will be responsible for providing all other digital audio recordings of radio traffic and telephone interactions going through PSC Digital Logging System. These include but are not limited to requests from media, attorneys, and all California Public Record Act requests.

B. COUNTY shall provide CITY with the aforementioned services on an as-needed and hourly basis as agreed upon. When feasible, CITY will give COUNTY thirty (30) days notice of need for additional services.

1. CITY shall have direct access to all relevant computerized law enforcement databases during the dates and times that COUNTY is providing said services under this Agreement. COUNTY shall be responsible for accessing as well as making required data entries and removals from the following systems while providing said services:

- NLETS-National Law Enforcement Telecommunications Service
- CLETS-California Law Enforcement Telecommunications Service
- CJIS-Criminal Justice Information Services
- DMV-Department of Motor Vehicles
- SVS-Stolen Vehicle System
- AFS-Automated Firearms System. Entries and removals will be provided after CITY's normal business hours when a safety concern is identified or at the request of an on-duty supervisor.
- APS-Automated Property System. Entries and removals will be provided after CITY's normal business hours when exigent circumstances exist that require an immediate entry be made or at the request of an on-duty supervisor.
- MUPS-Missing and Unidentified Persons File.

2. Criminal Offenders Records Information (CORI) or Criminal History System (CHS) access will not be available to CITY through this Agreement.

## II. RESPONSIBILITIES OF COUNTY

- A. Provide working space and facilities overhead costs at the COUNTY facility for the personnel and equipment described in this Agreement.
- B. Provide and maintain telephone equipment to accommodate the CITY's 911 and seven (7) digit emergency telephone volume.
- C. Provide and maintain radio console equipment within the Communications Center to effect radio transmission from the Communications Center to the CITY analog radio system.
- D. Provide and maintain recording equipment to log and record incoming and outgoing transmissions related to radio and telephone incidents. All radio frequencies or telephone lines used for CITY business in the Communications Center operations (not administration offices) shall be recorded.
- E. Serve as 911 PSAP (Public Safety Answering Point) and ensure that an alternative 911 site is established and lines are maintained in compliance with rules, policies, and regulations of the State of California 911 Program, should the Center's 911 system fail.
- F. The geographic file of the CITY's response areas needed for CAD will be maintained by the COUNTY.
- G. Provide general business numbers for designated police dispatcher and on duty dispatch supervisor that can be used by CITY personnel for official business.
- H. COUNTY will have access to CITY's Automatic Vehicle Locations System (AVL) provided that Lawnet and SRIMs are functioning.

**III. RESPONSIBILITIES OF CITY**

- A. Arrange to have incoming business and other non-emergency call deferred to the CITY phone tree.
- B. Ensure that its law enforcement contractors learn and comply with established procedures with regard to the communications operation, regardless of whether an official written document of said procedure exists or it's simply an understood practice.
- C. Maintain direct telephone lines, high speed data lines between CITY Hall and the Communications Center.
- D. Responsible for CITY Message Switch costs associated with CITY use.
- F. City will ensure all personnel are certified as Full Access or Less Than Full Access operators.

RESOLUTION NO. 16-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY  
AUTHORIZING AGREEMENT BETWEEN THE CITY OF DALY CITY AND SAN  
MATEO COUNTY PUBLIC SAFETY COMMUNICATIONS TO PROVIDE  
TEMPORARY DISPATCH SERVICES

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WHEREAS, a the regular meeting of May 23, 2016, the City Council adopted Resolution No. 16-85, Approving Draft Agreement with the County of San Mateo to Assume Responsibility for Providing Police 9-1-1 Dispatch Services for the City of Daly City through a Five-Year Contract (“Draft Agreement”), such Draft Agreement is incorporated by reference as “Attachment “A””; and

WHEREAS, the Daly City Police Department is currently staffed with six (6) full time public safety dispatchers (PSD) and one (1) public safety dispatch supervisor (PSDS). The staffing numbers are due to the resignation of three (3) dispatchers and one (1) dispatch supervisor. These resignations were combined with two (2) already vacant positions. The current staffing numbers are not sustainable for a 24/7 Dispatch Center; and

WHEREAS, the Daly City Police Department is responsible for Public Safety Answering Point (PSAP) service for the City of Daly City. This is a 24 hour per day/7 day per week (24/7) operation. Due to staffing shortages, the Daly City Police Department will no longer be able to provide 24/7 PSAP services. Daly City Police Communications anticipates a significant staffing shortage effective July 16, 2016. The shortage is due to resignations of employees taking the Communications Center to 7 full time employees from an authorized staffing level of 13. It would be unreasonable to fill the vacant positions since it would take approximately one year to hire and train a Public Safety Dispatcher; and

WHEREAS, the Daly City Police Department has worked with Dispatcher Union Representatives along with San Mateo County Public Safety Communications (PSC) to supplement Daly City Police Communications Center staff to provide 24/7 PSAP service. This temporary service contract will be executed after Daly City Police Management and Public Safety Dispatchers Union Representatives determine the most reasonable and effective schedule to meet our PSAP responsibilities. San Mateo County Public Safety Communications has agreed to supplement our staffing by taking over partial PSAP responsibilities. This can be done on a pre-planned basis or in the event of an emergency staffing shortage; and

WHEREAS, there are currently five vacant Public Safety Dispatchers and one vacant Public Safety Dispatch Supervisor positions, salary and benefit savings from these vacancies will be used to fund the temporary contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City that it does hereby approve the Agreement between San Mateo County Public Safety Communications and the City of Daly City to provide temporary Police 9-1-1 Dispatch Services, subject to compliance with applicable federal, state and local laws and regulations.



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY  
AUTHORIZING AGREEMENT BETWEEN THE CITY OF DALY CITY AND SAN  
MATEO COUNTY PUBLIC SAFETY COMMUNICATIONS TO PROVIDE  
TEMPORARY DISPATCH SERVICES

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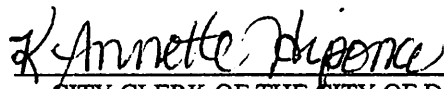
I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the 25th day of July, 2016, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: Buenaventura. Canepa. Christensen

Guingona. Torres

NOES, Councilmembers: None

Absent, Councilmembers: None

  
CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

SAL TORRES  
MAYOR OF THE CITY OF DALY CITY





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Sheriff's Office



**Date:** October 12, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors  
**From:** Carlos G. Bolanos, Sheriff  
**Subject:** FY 2016 Urban Area Security Initiative Grant

**RECOMMENDATION:**

Adopt a resolution:

- A) Authorizing an agreement with the City and County of San Francisco for the distribution of FY 2016 Urban Area Security Initiative grant funds for the Northern California Regional Intelligence Center, for a term commencing November 1, 2016 through February 28, 2018, in an amount not to exceed \$5,500,000; and
- B) Authorizing the Sheriff or Sheriff's designee to execute interagency agreements in amounts that do not exceed \$300,000, utilizing solely the \$5,500,000 of grant funding, with other public agencies, for the purpose of reimbursing those agencies for the cost of personnel assigned to the Northern California Regional Intelligence Center.

**BACKGROUND:**

For the past 19 years, the Northern California High Intensity Drug Trafficking Area (NC HIDTA) program has provided a stable source of federal funding and collaborative regional leadership to combat organized drug trafficking and related crime. In 2004, the Northern California Regional Threat Assessment Center (NC RTAC) was established under the NC HIDTA management to make it possible for public safety agencies to identify and assess terrorist threats in the San Francisco Bay Area. The NC RTAC was co-located with the NC HIDTA to form an information "Fusion Center" for the federal Northern District of California.

In 2009, the Fusion Center began doing business as the Northern California Regional Intelligence Center (NCRIC). The United States Department of Homeland Security and the State of California have designated the NCRIC as the regional Fusion Center for the San Francisco Bay Area and serves as the focal point for the receipt, analysis, gathering and sharing of threat-related information between the federal government and state, local, tribal, territorial and private sector partners. The NCRIC is funded by federal State Homeland Security Program funds, for which the State of California Office of Emergency Services (Cal OES) serves as the grantee as well as federal Urban Area

Security Initiative (UASI) funds, for which the City and County of San Francisco serves as the regional administrator.

**DISCUSSION:**

The Sheriff's Office is requesting this Board to accept the agreement with the City and County of San Francisco for the distribution of FY 2016 UASI grant funds to support the NCRIC for a term commencing November 1, 2016 through February 28, 2018, in an amount not to exceed \$5,500,000. Per the agreement, the Sheriff will serve as the fiscal agent for the FY 2016 UASI grant funds and will continue to operate, manage, and maintain the NCRIC to allow for the receipt, analysis, gathering, and sharing of information in an effort to prevent, protect against, and respond to threats in the NCRIC's area of responsibility.

The Sheriff's Office is also requesting this Board to authorize the Sheriff or Sheriff's designee to execute interagency agreements in amounts that do not exceed \$300,000, utilizing solely the \$5,500,000 of grant funding, with other public agencies, for the purpose of reimbursing those agencies for the cost of personnel assigned to the Northern California Regional Intelligence Center.

In addition, the Sheriff's Office is requesting this Board to authorize the Sheriff or Sheriff's designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

County Counsel has reviewed and approved the resolution, the City and County of San Francisco's agreement and interagency agreements as to form.

Approval of the FY 2016 UASI grant contributes to the Shared Vision 2025 outcome of a Collaborative Community as the NCRIC is a collaborative regional public safety undertaking, which leads to safer communities by improving cooperation and information sharing between agencies.

**PERFORMANCE MEASURE(S):**

<b>Measure</b>	<b>*CY 2015 Actual</b>	<b>*CY 2016 Projected</b>
Number of incidents reported by agencies	820	850
Number of incidents escalated to federal agencies	324	325
Number of processed individual data sets provided by agencies to share	75,000,000	80,000,000
Number of agencies contributing data to the intelligence management system	80	85

\*CY Calendar Year

**FISCAL IMPACT:**

The agreement is for a term commencing November 1, 2016 through February 28, 2018, in the amount not to exceed \$5,500,000. All costs associated with the NCRIC operation are 100% reimbursable from federal and state funds. There will be no Net County Cost incurred.

**RESOLUTION NO. .**

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

\* \* \* \* \*

**RESOLUTION:**

- A) AUTHORIZING AN AGREEMENT WITH THE CITY AND COUNTY OF SAN FRANCISCO FOR THE DISTRIBUTION OF FY 2016 URBAN AREA SECURITY INITIATIVE GRANT FUNDS FOR THE NORTHERN CALIFORNIA REGIONAL INTELLIGENCE CENTER, FOR A TERM COMMENCING NOVEMBER 1, 2016 THROUGH FEBRUARY 28, 2018, IN AN AMOUNT NOT TO EXCEED \$5,500,000; AND**
- B) AUTHORIZING THE SHERIFF OR SHERIFF'S DESIGNEE TO EXECUTE INTERAGENCY AGREEMENTS IN AMOUNTS THAT DO NOT EXCEED \$300,000, UTILIZING SOLELY THE \$5,500,000 OF GRANT FUNDING, WITH OTHER PUBLIC AGENCIES, FOR THE PURPOSE OF REIMBURSING THOSE AGENCIES FOR THE COST OF PERSONNEL ASSIGNED TO THE NORTHERN CALIFORNIA REGIONAL INTELLIGENCE CENTER**

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

**WHEREAS**, the County of San Mateo has previously received federal Department of Homeland Security grant funds through the Urban Area Security Initiative (UASI) program for which the City and County of San Francisco serves as the lead agency and contracts with the recipient agencies for the distribution of funds; and

**WHEREAS**, as part of the FY 2016 UASI grant requirements, the County of San Mateo must enter into an agreement with the City and County of San Francisco to receive a portion of the grant award which has been designated to fund the Northern California Regional Intelligence Center (NCRIC) projects for a term commencing November 1, 2016 through February 28, 2018, in an amount not to exceed \$5,500,000; and

**WHEREAS**, the Sheriff will serve as the fiscal agent for the FY 2016 UASI grant

funds and will continue to operate, manage, and maintain the NCRIC to allow for the receipt, analysis, gathering and sharing of information in an effort to prevent, protect against and respond to threats in the NCRIC's area of responsibility; and

**WHEREAS**, this Board has been presented with the FY 2016 UASI agreement and interagency agreements and has examined and approved them as to both form and content and desires to enter into the same.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of the 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.

**BE IT FURTHER RESOLVED** that the Sheriff or Sheriff's designee is hereby authorized to execute interagency agreements that do not exceed \$300,000, utilizing solely the \$5,500,000 of grant funding, with other public agencies, for the purpose of reimbursing those agencies for the cost of personnel assigned to the Northern California Regional Intelligence Center.

**BE IT FURTHER RESOLVED** that the Sheriff or Sheriff's designee is hereby authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

\* \* \* \* \*

**AGREEMENT BETWEEN THE CITY AND COUNTY OF  
SAN FRANCISCO AND THE COUNTY OF SAN MATEO  
FOR THE DISTRIBUTION OF FY 2016 UASI GRANT FUNDS**

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THIS AGREEMENT is made this **NOVEMBER 1, 2016** in the City and County of San Francisco, State of California, by and between the **COUNTY OF SAN MATEO** ("SAN MATEO") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("San Francisco" or "City"), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Francisco Department of Emergency Management ("DEM").

***RECITALS***

WHEREAS, The United States Department of Homeland Security ("DHS") consolidated the separate San Jose, Oakland, and San Francisco Urban Areas into a combined Bay Area Urban Area ("UASI Region") for the purpose of application for and allocation and distribution of federal Urban Areas Security Initiative ("UASI") program grant funds; and

WHEREAS, The Bay Area Urban Area Approval Authority ("Approval Authority") was established as the Urban Area Working Group ("UAWG") for the UASI Region, to provide overall governance of the homeland security grant program across the UASI Region, to coordinate development and implementation of all UASI program initiatives, and to ensure compliance with all UASI program requirements; and

WHEREAS, The UASI General Manager is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the UASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Francisco has been designated as the grantee for UASI funds granted by the DHS through the California Office of Emergency Services ("Cal OES") to the UASI Region, with responsibility to establish procedures and execute subgrant agreements for the distribution of UASI program grant funds to jurisdictions selected by the Approval Authority to receive grant funding; and

WHEREAS, San Francisco has been designated to serve as the fiscal agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of UASI program grant funds within the UASI Region; and

WHEREAS, Pursuant to grant allocation decisions by the Approval Authority, the UASI Management Team has asked San Francisco to distribute a portion of the regional UASI grant funds to SAN MATEO on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

## ARTICLE 1 DEFINITIONS

1.1 **Specific Terms.** Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) **“ADA”** shall mean the Americans with Disabilities Act (including all rules and regulations there under) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) **“Authorized Expenditures”** shall mean expenditures for those purposes identified and budgeted in Appendix A, attached hereto and incorporated by reference as though fully set forth herein.

(c) **“Event of Default”** shall have the meaning set forth in Section 7.1.

(d) **“Fiscal Quarter”** shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) **“Grant Funds”** shall mean any and all funds allocated or disbursed to SAN MATEO (DUNS#: 009159190) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2016-0102, Cal OES ID No. 075-95017, CFDA No. 97.067, per Cal OES award notice dated September 16, 2016.

(f) **“Grant Plan”** shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in Appendix A. If SAN MATEO requests any modification to the Grant Plan, SAN MATEO shall submit a written request to the UASI General Manager with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change (e.g., EHP).

(g) **“Indemnified Parties”** shall mean: (i) San Francisco, including all commissions, departments including DEM, agencies, and other subdivisions of San Francisco; (ii) San Francisco’s elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) **“Losses”** shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) **“Reimbursement Request”** shall have the meaning set forth in Section 3.10(a).

1.2 **Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of City. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “subcontractor,” “subgrantee,” “successor” or “assign” herein refers only to a subcontractor, subgrantee, successor or assign expressly permitted under Article 8.



1.3 **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” “herein” or “hereto” refer to this Agreement as a whole.

1.4 **Reference to laws.** Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

## **ARTICLE 2 ALLOCATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON SAN FRANCISCO'S OBLIGATIONS**

2.1 **Risk of Non-Allocation of Grant Funds.** This Agreement is subject to all federal and state grant requirements and guidelines, including DHS and Cal OES requirements, guidelines, information bulletins, and instructions, the decision-making of the Cal OES and the Approval Authority, the terms and conditions of the grant award; the approved application, and to the extent applicable the budget and fiscal provisions of the San Francisco Charter. The Approval Authority shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. SAN MATEO acknowledges and agrees that grant decisions are subject to the discretion of the Cal OES and Approval Authority. Further, SAN MATEO acknowledges and agrees that the City shall have no obligation to disburse grant funds to SAN MATEO until City and SAN MATEO have fully and finally executed this Agreement. SAN MATEO acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by Cal OES and the Approval Authority, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs.** No funds shall be available under this Agreement without prior written authorization certified by the San Francisco Controller. In addition, as set forth in Section 21.19 of the San Francisco Administrative Code:

(a) San Francisco's obligations hereunder shall not at any time exceed the amount approved in the grant award and/or by the Approval Authority, and certified by the Controller for the purpose and period stated in such certification.

(b) Except as may be provided by San Francisco ordinances governing emergency conditions, San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to request SAN MATEO to perform services or to provide materials, equipment and supplies that would result in SAN MATEO performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement, unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. San Francisco is not required to pay SAN MATEO for services, materials, equipment or supplies that are provided by SAN MATEO that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by San Francisco.

(c) San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to offer or promise to SAN MATEO additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. San Francisco is not required to honor any offered or promised additional funding that exceeds the maximum provided in this Agreement that requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

(d) The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 **SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

### **ARTICLE 3 PERFORMANCE OF THE AGREEMENT**

3.1 **Duration of Term.** The term of this Agreement shall commence on **NOVEMBER 1, 2016** and shall end at 11:59 p.m. San Francisco time on **FEBRUARY 28, 2018.**

3.2 **Maximum Amount of Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **FOUR MILLION THREE HUNDRED NINETY-THREE THOUSAND, TWO HUNDRED FOUR DOLLARS (\$4,393,204)**. The City will not automatically transfer Grant Funds to SAN MATEO upon execution of this Agreement. SAN MATEO must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to SAN MATEO.

3.3 **Use of Funds.**

(a) **General Requirements.** SAN MATEO shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan. SAN MATEO shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. SAN MATEO shall not permit any federal employee to receive Grant Funds.

(b) **Modification of Grant Plan.** Under Sections 1.1(f) and 10.2 of this Agreement, SAN MATEO may submit a written request to modify the Grant Plan. SAN MATEO shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until (1) the General Manager or designee has provided written approval for the request and (2) the parties have finally executed a modification of this Agreement under Section 10.2, to reflect the modified Grant Plan. In addition, if the modification request requires approval from the Approval Authority and/or Cal OES, as determined by the General Manager, SAN MATEO shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the Approval Authority and/or Cal OES.

(c) **No Supplanting.** SAN MATEO shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) Obligations. SAN MATEO must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

### 3.4 **Grant Assurances; Other Requirements; Cooperation with Monitoring.**

(a) SAN MATEO shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein. SAN MATEO shall require all subgrantees, contractors and other entities receiving Grant Funds through or from SAN MATEO to execute a copy of the Grant Assurances, and shall ensure that they comply with those Grant Assurances.

(b) In addition to complying with all Grant Assurances, SAN MATEO shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority. SAN MATEO shall require and ensure that all subgrantees, contractors and other entities receiving Grant Funds through or from SAN MATEO comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority.

(c) SAN MATEO shall promptly comply with all standards, specifications and formats of San Francisco and the UASI Management Team, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. SAN MATEO shall cooperate in good faith with San Francisco and the UASI Management Team in any evaluation, inspection, planning or monitoring activities conducted or authorized by DHS, Cal OES, San Francisco or the UASI Management Team. For ensuring compliance with non-supplanting requirements, upon request by City or the UASI Management Team, SAN MATEO shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 **Administrative, Programmatic and Financial Management Requirements.** SAN MATEO shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal and State of California requirements. This provision requires, at a minimum, that SAN MATEO comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this Agreement and the Grant Plan:

(a) Administrative Requirements:

1. 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

(b) Cost Principles:

1. 2 CFR Part 200, Subpart E - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133);
2. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations.*

(c) Audit Requirements:

1. 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

### 3.6 **Technology Requirements.**

(a) National Information Exchange Model ("NIEM"). SAN MATEO shall use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language ("XML") for all awards of Grant Funds.

(b) Geospatial Guidance. SAN MATEO is encouraged to use Geospatial technologies, which can capture, store, analyze, transmit and/or display location-based information (i.e., information linked to a latitude and longitude), and to align any geospatial activities with the guidance available on the Federal Emergency Management Agency ("FEMA") website.

(c) Criminal Intelligence Systems Operating Policies. Any information technology system funded or supported by Grant Funds shall comply with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if applicable.

(d) SAN MATEO is encouraged to use the DHS guidance in *Best Practices for Government Use of CCTV: Implementing the Fair Information Practice Principles*, if Grant Funds are used to purchase or install closed circuit television (CCTV) systems or to support operational CCTV systems.

### 3.7 **Procurement Requirements.**

(a) General Requirements. SAN MATEO shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions, including the most recent restrictions on the purchase of general purpose equipment (see FY 2016 HGSP Notice of Funding Opportunity ("NOFO") at pgs. 27-28) and on purchases of specified controlled equipment (see NOFO at pg. 59).

(b) Specific Purchases. If SAN MATEO is using Grant Funds to purchase interoperable communication equipment, SAN MATEO shall consult DHS's SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communication. If SAN MATEO is using Grant Funds to acquire critical emergency supplies, prior to expending any Grant Funds, SAN MATEO shall submit to the UASI Management Team for approval by Cal OES a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

(c) Bond requirement. SAN MATEO shall obtain a performance bond for any equipment items over \$250,000 or any vehicle, aircraft or watercraft financed with Grant Funds.

### 3.8 **Subgrantee and Contractor Requirements.**

(a) SAN MATEO shall ensure and independently verify that any subgrantee, contractor or other entity receiving Grant Funds through or from SAN MATEO is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. SAN MATEO shall obtain documentation of eligibility before disbursing Grant Funds to any subgrantee, contractor or other entity. SAN MATEO shall maintain documentary proof of this verification in its files. SAN MATEO shall establish procedures for the effective use of the "Excluded Parties List System," to assure that it does not provide Grant Funds

to excluded parties. SAN MATEO shall also establish procedures to provide for effective use and/or dissemination of the list to assure that its grantees and subgrantees, including contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) SAN MATEO shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from SAN MATEO complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) SAN MATEO shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from SAN MATEO complies with the requirements of 2 CFR Part 3001, *Requirements for Drug-Free Workplace (Financial Assistance)*.

### 3.9 **Monitoring Grant Performance.**

(a) City and the UASI Management Team are both authorized to perform periodic monitoring reviews of SAN MATEO's performance under this Agreement, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Programmatic monitoring may include the Regional Federal Preparedness Coordinators, or other federal or state personnel, when appropriate. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the Approval Authority and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and
4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) SAN MATEO is responsible for monitoring and auditing the grant activities of any subgrantee, contractor or other entity receiving Grant Funds through or from SAN MATEO. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DHS or Cal OES makes findings that require a Corrective Action Plan by SAN MATEO, the City shall place a hold on all Reimbursement Requests from SAN MATEO until the findings are resolved.

3.10 **Disbursement Procedures.** San Francisco shall disburse Grant Funds to SAN MATEO as follows:

(a) SAN MATEO shall submit to the UASI Management Team, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C, attached hereto and incorporated by reference as though fully set forth herein. The UASI Management Team shall serve as the primary contact for SAN MATEO regarding any Reimbursement Request.

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will

return to SAN MATEO any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

(c) The UASI Management Team will submit any Reimbursement Request that is approved by the UASI Management Team to DEM. City through DEM shall review the Reimbursement Request for compliance with this Agreement and all applicable guidelines and requirements. City shall return to the UASI Management Team any Reimbursement Request that is not approved by City, with a brief explanation of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, City shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until SAN MATEO submits a Reimbursement Request that is in all respects acceptable to the UASI Management Team and to City.

(e) If SAN MATEO is not in compliance with any provision of this Agreement, City may withhold disbursement of Grant Funds until SAN MATEO has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.11 **Disallowance.** SAN MATEO agrees that if it claims or receives reimbursement from City for an expenditure that is later disallowed by the State of California or the federal government, SAN MATEO shall promptly refund the disallowed amount to City upon City's written request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to SAN MATEO hereunder or under any other Agreement with SAN MATEO. Any such offset with respect to a portion of the disallowed amount shall not release SAN MATEO from SAN MATEO's obligation hereunder to refund the remainder of the disallowed amount.

3.12 **Sustainability.** Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. If Equipment is purchased with grant funds the equipment must be sustained through the useful life of equipment. By executing this Agreement, SAN MATEO acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. SAN MATEO acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.13 **EHP Requirements.**

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. SAN MATEO shall not initiate any project with the potential to impact environmental or historic properties or resources until Cal OES and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. SAN MATEO shall notify the UASI Management Team of any project that may require an EHP review. SAN MATEO agrees to provide detailed project information to FEMA, Cal OES and/or the UASI Management Team, to cooperate fully in the review, and to prepare any documents requested for the review. SAN MATEO shall comply with all conditions placed on the project as the result of the EHP review, and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of the UASI Management Team, SAN MATEO may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, SAN MATEO shall notify the UASI Management Team and ensure monitoring of ground disturbance. If any potential archeological resources are discovered, SAN MATEO shall

immediately cease construction in that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If SAN MATEO is using Grant Funds for a communication tower project, SAN MATEO shall complete its Federal Communication Commission (“FCC”) EHP process before preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.

(b) Any construction or other project that SAN MATEO initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of SAN MATEO to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that may be placed on the project as the result of FEMA’s and/or Cal OES’s EHP review will result in the denial of Reimbursement Requests.

3.14 **National Energy Conservation Policy and Energy Policy Acts.** SAN MATEO shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.15 **Royalty-Free License.** SAN MATEO understands and agrees that FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that SAN MATEO purchases or acquires using Grant Funds. SAN MATEO shall consult with the UASI Management Team and FEMA regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.16 **Publication Statements.** SAN MATEO shall ensure that all publications created or developed under this Agreement prominently contain the following statement: “This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the US Department of Homeland Security.”

#### **ARTICLE 4 REPORTING REQUIREMENTS; AUDITS**

4.1 **Regular Reports.** SAN MATEO shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the UASI Management Team or by City, in form and substance satisfactory to the UASI Management Team or City. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 **Notification of Defaults or Changes in Circumstances.** SAN MATEO shall notify the UASI Management Team and City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause SAN MATEO to be out of compliance with the Grant Assurances in Appendix B.

4.3 **Books and Records.** SAN MATEO shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, SAN MATEO shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SAN MATEO shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

4.4 **Inspection and Audit.** SAN MATEO shall make available to the UASI Management Team and to City, and to UASI Management Team and City employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by SAN MATEO under Section 4.3, and allow access and the right to examine those items. SAN MATEO shall permit the UASI Management Team and City, and UASI Management Team and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the UASI Management Team and City pursuant to this Section shall remain in effect so long as SAN MATEO has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DHS, the Comptroller General of the United States or designee, and Cal OES shall have the same inspection and audit rights as the City and UASI Management Team. SAN MATEO shall cooperate with any federal or state audit.

4.5 **Audit Report.** If the amount specified in Section 3.2 of this agreement is \$750,000 or more, SAN MATEO shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. SAN MATEO shall submit its audit report to the UASI Management Team no later than six months after the end of SAN MATEO's fiscal year.

## **ARTICLE 5 REPRESENTATIONS AND WARRANTIES**

SAN MATEO represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements.** No document furnished or to be furnished by SAN MATEO to the UASI Management Team or to City in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds.** By executing this Agreement, SAN MATEO certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) SAN MATEO is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented at 2 CFR Part 3000.



(b) SAN MATEO complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) SAN MATEO complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) SAN MATEO is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

SAN MATEO acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

5.3 **NIMS Compliance.** To be eligible to receive Grant Funds, SAN MATEO must meet National Incident Management System ("NIMS") compliance requirements, and report full NIMS compliance via the National Incident Management System Capability Assessment Support Tool ("NIMSCAST"). By executing this Agreement, SAN MATEO certifies that it is in full NIMS compliance, and that it has reported that compliance via the NIMSCAST. SAN MATEO shall provide documentation of its NIMS compliance to the UASI Management Team. SAN MATEO acknowledges that this certification is a material term of the Agreement.

## **ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY**

6.1 **Indemnification.** SAN MATEO shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by SAN MATEO's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement by SAN MATEO; (b) a material breach of any representation or warranty of SAN MATEO contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SAN MATEO or its employees, subgrantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SAN MATEO or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by SAN MATEO, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SAN MATEO by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SAN MATEO is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by SAN MATEO or its employees, subgrantees or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Francisco's costs of investigating any claims against San Francisco.

6.2 **Duty to Defend; Notice of Loss.** SAN MATEO acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to SAN MATEO by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give SAN MATEO prompt notice of any Loss under Section 6.1 and SAN MATEO shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of SAN MATEO if representation of such Indemnified Party by the counsel

retained by SAN MATEO would be inappropriate due to conflicts of interest between such Indemnified Party and SAN MATEO. An Indemnified Party's failure to notify SAN MATEO promptly of any Loss shall not relieve SAN MATEO of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs SAN MATEO's ability to defend such Loss. SAN MATEO shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if SAN MATEO contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages.** Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from SAN MATEO's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF SAN FRANCISCO.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

## **ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE**

7.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation, certification or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the UASI Management Team or to City under this Agreement is found by the UASI Management Team or by City to be false or misleading.

(b) **Failure to Perform Other Covenants.** SAN MATEO fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by SAN MATEO as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws.** SAN MATEO fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency.** SAN MATEO(i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of SAN MATEO or of any substantial part of SAN MATEO's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency.** Without consent by SAN MATEO, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to SAN MATEO or with respect to any

substantial part of SAN MATEO's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of SAN MATEO.

7.2 **Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to SAN MATEO and, on the date specified in such notice, this Agreement shall terminate and all rights of SAN MATEO hereunder shall be extinguished. In the event of such termination, City will pay SAN MATEO for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the UASI Management Team and by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether SAN MATEO has previously submitted a Reimbursement Request or whether the UASI Management Team and/or City has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to SAN MATEO after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by SAN MATEO in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Termination for Convenience.**

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving SAN MATEO written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, SAN MATEO shall commence and perform, with diligence, all actions necessary on the part of SAN MATEO to effect the termination of this Agreement on the date specified by City and to minimize the liability of SAN MATEO and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the UASI Management Team.

(c) Within 30 days after the specified termination date, SAN MATEO shall submit to the UASI Management Team an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, City will only reimburse SAN MATEO if the Authorized Expenses received prior approval from the UASI Management Team as specified in subparagraph (b).

(d) In no event shall City be liable for costs incurred by SAN MATEO or any of its contractors or subgrantees after the termination date specified by City.

(e) City's payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at

law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

## **ARTICLE 8 ASSIGNMENTS**

8.1 **No Assignment by SAN MATEO.** SAN MATEO shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of SAN MATEO hereunder without the prior written consent of the UASI Management Team; provided, however, that any contractor or subgrantee specifically referenced in Appendix A shall not require the consent of Management Team. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of SAN MATEO involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of SAN MATEO or a sale or transfer of substantially all of the assets of SAN MATEO shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article.** Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **SAN MATEO Retains Responsibility.** SAN MATEO shall in all events remain liable for the performance by any subgrantee contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

## **ARTICLE 9 NOTICES AND OTHER COMMUNICATIONS**

9.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

**If to San Francisco:**

San Francisco Department of Emergency Management  
1011 Turk Street  
San Francisco, CA 94102  
Attn: Anne Kronenberg, Executive Director  
Facsimile No.: (415) 558-3864

**If to the UASI Management Team:**

UASI Management Team  
711 Van Ness Avenue, Suite #420  
San Francisco, CA 94102  
Attn: Catherine Spaulding, Assistant General Manager  
Facsimile No.: (415) 353-5246

If to SAN MATEO:

Northern California Regional Intelligence Center (NCRIC)  
PO Box 36102  
450 Golden Gate Avenue, 14<sup>th</sup> Floor  
San Francisco, CA 94102  
ATTN: Jennifer Gragasin  
FACSIMILE No.: (415) 436-7484

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

9.3 **Change of Address.** From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the UASI Management Team.

## **ARTICLE 10 MISCELLANEOUS**

10.1 **No Waiver.** No waiver by San Francisco of any default or breach of this Agreement shall be implied from any failure by the UASI Management Team or San Francisco to take action on account of such default if such default persists or is repeated. No express waiver by San Francisco shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by San Francisco of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the UASI Management Team or San Francisco of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the General Manager or designee may establish alternate procedures for modification of the Appendix A and the Grant Plan.

10.3 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

10.4 **SAN MATEO to Pay All Taxes.** SAN MATEO shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, Authorized Expenditures and Timelines
- Appendix B, Grant Assurances
- Appendix C, Form of Reimbursement Request

10.7 **Certified Resolution of Signatory Authority.** Upon request of San Francisco, SAN MATEO shall deliver to San Francisco a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of SAN MATEO.

10.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms.** The obligations of SAN MATEO and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances.** From and after the date of this Agreement, SAN MATEO agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation.** Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of \$25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of "Federal awards" includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, SAN MATEO must provide the following information on SAN MATEO letterhead within 30 days of receipt of this Agreement.

1. Subawards greater than \$25,000:
  - a) Name of entity receiving award;
  - b) Amount of award;
  - c) Funding agency;

- d) The Catalog of Federal Domestic Assistance program number;
  - e) Award title (descriptive of the purpose of the funding action);
  - f) Location of the entity and primary location of performance including city, state, and Congressional district;
  - g) Dun & Bradstreet (D&B) DUNS Number of the entity, and its parent if applicable; and,
  - h) Total compensation and names of top five executives (same thresholds as for prime recipients).
2. The Total compensation and names of the top five executives if:
- a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,
  - b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

10.13 **Cooperation with UASI Programs and Activities.**

- (a) Subject to reasonable terms and conditions, SAN MATEO agrees to participate in UASI-sponsored exercises, and to make available equipment acquired with Grant Funds for use as part of such exercises.
- (b) To the extent permitted by law, SAN MATEO agrees to share with the Approval Authority informational work products (such as plans, reports, data, etc.) created or acquired using Grant Funds.

**ARTICLE 11  
INSURANCE**

11.1 **Types and Amounts of Coverage.** Without limiting SAN MATEO’s liability pursuant to Article 6 of this Agreement, SAN MATEO shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (a) Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

- (a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 **Additional Requirements Regarding Workers' Compensation.** Regarding Workers' Compensation, SAN MATEO hereby agrees to waive subrogation which any insurer of SAN MATEO may acquire from SAN MATEO by virtue of the payment of any loss. SAN MATEO agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the SAN MATEO, its employees, agents and subcontractors.

11.4 **Additional Requirements for All Policies.** All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Article 9, Notices and Other Communications.

11.5 **Required Post-Expiration Coverage.** Should any of the required insurance be provided under a claims-made form, SAN MATEO shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.6 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 **Lapse in Insurance.** Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the City's sole discretion, until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 **Evidence of Insurance.** Before commencing any operations or expending any Grant Funds under this Agreement, SAN MATEO shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 **Effect of Approval.** Approval of the insurance by City shall not relieve or decrease the liability of SAN MATEO hereunder.

11.10 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor or subgrantee will be used to complete any portion of this Agreement, SAN MATEO shall ensure that the subcontractor or subgrantee shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the SAN MATEO as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude SAN MATEO from self-insuring all or part of the insurance requirement in this Article. However, SAN MATEO shall provide proof of self-insurance, in a form acceptable to San Francisco, in the amounts of each line of self-insurance.



## **ARTICLE 12 COMPLIANCE**

12.1 **Nondiscrimination.** In the performance of this Agreement, SAN MATEO agrees not to discriminate against any employee, San Francisco employee working with SAN MATEO or any subgrantee of SAN MATEO, applicant for employment with SAN MATEO or subgrantee of SAN MATEO, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest.** Through its execution of this Agreement, SAN MATEO acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement. SAN MATEO agrees that it will promptly notify City in writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

12.3 **Compliance with ADA.** SAN MATEO acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. SAN MATEO shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

12.4 **Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12G, SAN MATEO may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. SAN MATEO agrees to comply with San Francisco Administrative Code Chapter 12G and any implementing rules and regulations promulgated by San Francisco's Controller. The terms and provisions of Chapter 12G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, San Francisco may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit SAN MATEO from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider SAN MATEO's use of profit as a violation of this section.

12.5 **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY AND COUNTY OF SAN FRANCISCO:

COUNTY OF SAN MATEO:

SAN FRANCISCO DEPARTMENT OF  
EMERGENCY MANAGEMENT

By:

By:

\_\_\_\_\_  
ANNE KRONENBERG  
EXECUTIVE DIRECTOR

\_\_\_\_\_  
WARREN SLOCUM  
PRESIDENT, BOARD OF SUPERVISOR

Federal Tax ID #: 94-6000532

**Approved as to Form:**

Dennis J. Herrera  
City Attorney

**Attest:**

By: \_\_\_\_\_  
Thomas Owen  
Deputy City Attorney

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

**Appendix A — Authorized Expenditures and Timelines**

ENTITY: **SAN MATEO**

Total allocation to be spent on the following solution areas:

<u>UASI Project Letter and Title</u>	<u>Program Description</u>	<u>Projected Milestone Dates (to be completed on or about)</u>	<u>Deliverable Dates</u>	<u>Solution Area and Budget</u>	<u>Amount</u>
<b><i>Project Title: SCCSET, RATTf &amp; REACT Task Force Centralization Crime Analysis Support and Software Project</i></b>					
<b>Project A Information Analysis and Sharing</b>	Funds to add two Crime Analysts for the Santa Clara County Police Chief's Assoc. and to purchase crime/intelligence system.	Post Job Opportunities: 11/01/2016  Create Specifications: 01/09/2017  Obtain Quotes: 02/01/2017  Develop Homeland Security Staff Work Plan: 03/01/2017  Hiring Staff: 03/30/2017  Sole Source Approval: 04/01/2017  Field Programming Services: 06/01/2017  Site Installation: 06/30/2017  System Acceptance: 08/01/2017	Project Completion date: <b>12/31/2017</b>  Final deadline for Claim Submittal: <b>01/31/2018</b>	<u>Organization</u> Not to Exceed: \$181,101  <u>Equipment</u> Not to Exceed: \$58,725 AEL# 13IT-00-INTL	PROJECT NOT TO EXCEED \$239,826

**Project Title: Information Analysis, Infrastructure Protection and Cyber Security**

<p><b>Project G FUSION CENTER PROJECT</b></p>	<p>Funds to maintain the West Bay Information Sharing System (WBISS) with the IBM product "Coplink".</p>	<p>Ongoing During Term of Agreement.</p>	<p>Project Completion date: <b>12/31/2017</b>  Final deadline for Claim Submittal: <b>01/31/2018</b></p>	<p><u>Planning</u>  \$70,000</p>	<p>NOT TO EXCEED \$70,000</p>
<p><b>Project G FUSION CENTER PROJECT</b></p>	<p>Travel funds for NCRIC personnel to travel to attend planning activities that directly support the goal and objectives pertaining to the prevention, protection, response and recovery from acts of terrorism.</p>	<p>See Table of Services, Deliverables and Timelines.</p>	<p>Project Completion date: <b>12/31/2017</b>  Final deadline for Claim Submittal: <b>01/31/2018</b></p>	<p><u>Organization:</u>  \$20,000</p>	<p>NOT TO EXCEED \$20,000</p>
<p><b>Project G FUSION CENTER PROJECT</b></p>	<p>San Mateo County personnel assigned to the NCRIC in direct support of the goal and objectives pertaining to the prevention, protection, response and recovery from acts of terrorism.</p> <p>Staff to include: One (1) Director (20%) One (1) Deputy Director Contractor One (1) Deputy Sheriff Three (3) Lead Analysts One (1) Lead Analyst - Cyber Seven (7) Analysts One (1) Analyst – Cyber One (1) Analyst – Cyber Intern One (1) Program Planner (50%) One (1) Program Planner (50%) One (1) Information Technology Project Manager One (1) Senior Information Technology Technician</p>	<p>See Table of Services, Deliverables and Timelines.</p>	<p>Project Completion date: <b>12/31/2017</b>  Final deadline for Claim Submittal: <b>01/31/2018</b></p>	<p><u>Organization:</u>  \$2,452,359</p>	<p>NOT TO EXCEED \$2,452,359</p>

	<p>One (1) Information Technology Analyst - Cyber</p> <p>One (1) Private Sector Outreach Contractor</p> <p>One (1) Private Sector Outreach Liaison Contractor</p>				
<p><b>Project G</b></p> <p><b>FUSION CENTER PROJECT</b></p>	<p>Alameda County personnel assigned to the NCRIC in direct support of the goal and objectives pertaining to the prevention, protection, response and recovery from acts of terrorism.</p> <p>Staff to include: One (1) Deputy Sheriff</p>	<p>See Table of Services, Deliverables and Timelines.</p>	<p>Project Completion date: <b>12/31/2017</b></p> <p>Final deadline for Claim Submittal: <b>01/31/2018</b></p>	<p><u>Organization:</u></p> <p>\$161,431</p>	<p>NOT TO EXCEED \$161,431</p>
<p><b>Project G</b></p> <p><b>FUSION CENTER PROJECT</b></p>	<p>Contra Costa County personnel assigned to the NCRIC in direct support of the goal and objectives pertaining to the prevention, protection, response and recovery from acts of terrorism.</p> <p>Staff to include: One (1) Deputy Sheriff</p>	<p>See Table of Services, Deliverables and Timelines.</p>	<p>Project Completion date: <b>12/31/2017</b></p> <p>Final deadline for Claim Submittal: <b>01/31/2018</b></p>	<p><u>Organization:</u></p> <p>\$213,092</p>	<p>NOT TO EXCEED \$213,092</p>
<p><b>Project G</b></p> <p><b>FUSION CENTER PROJECT</b></p>	<p>Marin County personnel assigned to the NCRIC in direct support of the goal and objectives pertaining to the prevention, protection, response and recovery from acts of terrorism.</p> <p>Staff to include: One (1) Sergeant</p>	<p>See Table of Services, Deliverables and Timelines.</p>	<p>Project Completion date: <b>12/31/2017</b></p> <p>Final deadline for Claim Submittal: <b>01/31/2018</b></p>	<p><u>Organization:</u></p> <p>\$165,763</p>	<p>NOT TO EXCEED \$165,763</p>
<p><b>Project G</b></p> <p><b>FUSION CENTER PROJECT</b></p>	<p>Santa Clara County personnel assigned to the NCRIC in direct support of the goal and objectives pertaining to the prevention, protection, response and recovery from acts of terrorism.</p>	<p>See Table of Services, Deliverables and Timelines.</p>	<p>Project Completion date: <b>12/31/2017</b></p>	<p><u>Organization:</u></p> <p>\$162,675</p>	<p>NOT TO EXCEED \$162,675</p>

	Staff to include: One (1) Deputy Sheriff		Final deadline for Claim Submittal: <b>01/31/2018</b>		
<b>Project G FUSION CENTER PROJECT</b>	City of San Jose personnel assigned to the NCRIC in direct support of the goal and objectives pertaining to the prevention, protection, response and recovery from acts of terrorism.  Staff to include: One (1) Police Lieutenant  Final deadline for submittal of claims is <b>01/31/2018</b> .	See Table of Services, Deliverables and Timelines.	Project Completion date: <b>12/31/2017</b>  Final deadline for Claim Submittal: <b>01/31/2018</b>	<u>Organization:</u>  \$227,308	NOT TO EXCEED \$227,308
<b>Project G FUSION CENTER PROJECT</b>	City/County of San Francisco personnel assigned to the NCRIC in direct support of the goal and objectives pertaining to the prevention, protection, response and recovery from acts of terrorism.  Staff to include representatives from the following departments: SFFD SFDES SFSO SFPD	See Table of Services, Deliverables and Timelines.	Project Completion date: <b>12/31/2017</b>  Final deadline for Claim Submittal: <b>01/31/2018</b>	<u>Organization:</u>  \$606,822	NOT TO EXCEED \$0
<b>Project G FUSION CENTER PROJECT</b>	Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism. Operational overtime is allowable for increased security measures at critical infrastructure sites.	See Table of Services, Deliverables and Timelines.	Project Completion date: <b>12/31/2017</b>  Final deadline for Claim Submittal: <b>01/31/2018</b>	<u>Organization:</u>  \$60,000	NOT TO EXCEED \$60,000
<b>Project G FUSION CENTER PROJECT</b>	Funds for Cyber Security Equipment Maintenance.	See Table of Services, Deliverables and Timelines.	Project Completion date: <b>12/31/2017</b>	<u>Equipment:</u> \$195,750	NOT TO EXCEED \$195,750

			Final deadline for Claim Submittal: <b>01/31/2018</b>	AEL# 21GN-00-MAIN	
<b>Project G FUSION CENTER PROJECT</b>	Provide and receive training in direct support of the goals and objectives pertaining to the prevention, protection, response and recovery from acts of terrorism.	See Table of Services, Deliverables and Timelines.	Project Completion date: <b>12/31/2017</b>  Final deadline for Claim Submittal: <b>01/31/2018</b>	<u>Training:</u>  \$150,000	NOT TO EXCEED \$150,000
<b>Project Title: Regional Law Enforcement Information Sharing and Analysis Systems</b>					
<b>Project G FUSION CENTER PROJECT</b>	Funds for Regional Law Enforcement Information Sharing and Analysis Systems Project.	Complete Integrations in Progress including ARIES: 03/01/2017  Share Outside Region (LA, Sacramento, San Diego, etc.): 03/01/2017  Plan for Cost-Sharing or Other Self-Sustainment: 06/01/2017  50+ Local Agency Participation: 06/01/2017  Bi-Directional Sharing with DOJ Smart Justice: 09/01/2017  Conduct Training:12/01/2017  100+ Local Agency Participation: 12/01/2017	Project Completion date: <b>12/31/2017</b>  Final deadline for Claim Submittal: <b>01/31/2018</b>	<u>Equipment</u>  \$275,000  AEL # 04SW-04-NETW	PROJECT NOT TO EXCEED \$275,000

		<b>TOTAL ALLOCATION</b>			<b>TOTAL NOT TO EXCEED: <u>\$4,393,204</u></b>
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**PLANNING**

*Reimbursement for Planning Requires:*

- **Personnel** – Prior to any expenditure for personnel, SAN MATEO must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SAN MATEO must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities.
- **Contracts** – All contracts must be pre-approved by the UASI prior to execution. In addition, SAN MATEO must satisfy the following guidelines:
  - Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit a sole source request to the UASI for submission to the State.
  - The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments.
  - All services must be performed and paid within the grant performance period.
- **Travel** - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment.

**ORGANIZATION**

*Reimbursement for Organization Requires:*

- **Personnel** – Prior to any expenditure for personnel, SAN MATEO must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SAN MATEO must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work was completed including a statement of completed activities.
- **Contracts** – All contracts must be pre-approved by the UASI prior to execution. In addition, SAN MATEO must satisfy the following guidelines:



- Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit a sole source request to the UASI for submission to the State.
- The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments.
- All services must be performed and paid within the grant performance period.
- **Travel** - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment.

## **EQUIPMENT**

### *Reimbursement for Equipment Requires:*

- An approved EHP memo, if applicable.
- A performance bond is required for any equipment item that exceeds \$250,000, or for any vehicle, aircraft, or watercraft, regardless of the cost. Failure to obtain and submit a performance bond to the UASI may result in disallowance of cost.
- As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SAN MATEO must transmit the request to the UASI for request to the State.
- Prior to reimbursement, SAN MATEO must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations.
- SAN MATEO must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

## **TRAINING**

### *Reimbursement for Training Requires:*

- An approved EHP memo, if applicable.
- Training course expenses may include backfill/overtime, travel, tuition, per diem or other grant eligible expenses. Grant eligible training expenses are published in the FY 2016 Homeland Security Grant Program Guidance.
- When seeking reimbursement for grant eligible training expenses, SAN MATEO must submit completed ledger page indicating course title, feedback number, sub category (e.g., OT, BF, Course Development).
- Provide registration receipts and agendas.
- Provide copies of sign in sheets (must have supervisor's signature).

**A. Overview of Services and Deliverables.**

1. SAN MATEO shall serve as the fiscal agent for the NCRIC, a collaborative Bay Area regional fusion center established effective January 1, 2009 to allow information sharing in an effort to prevent, protect against and respond to terrorist acts in the region. The NCRIC shall be staffed by regional personnel as indicated in Appendix A.
2. The Director of the NCRIC shall ensure that all NCRIC operations conform with and incorporate fusion center best practices as found in, at a minimum:
  - a. "The Strategic Business Plan Concept of Operations California State Threat Assessment System" – 2008
  - b. "Baseline Capabilities for State and Major Urban Area Fusion Centers – A Supplement to the Fusion Center Guidelines" – 2008
  - c. "Privacy and Civil Liberties Policy Development Guide - 2008"
  - d. "National Strategy for Information Sharing – Successes and Challenges in Improving Terrorism-Related Information Sharing" – 2007
  - e. "The National Infrastructure Protection Plan and the Sector-Specific Plans" - 2007
  - f. "Fusion Center Guidelines – Developing and Sharing Information and Intelligence in a New Era" – 2006
  - g. "Applying Security Practices to Justice Information Sharing" - 2004
  - h. "The National Criminal Intelligence Sharing Plan" – 2003
3. The Director of the NCRIC shall ensure that:
  - a. The NCRIC supports and covers the fifteen Bay Area counties in the Northern District of California (Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Francisco, San Mateo, San Benito, Santa Clara, Santa Cruz and San Mateo).
  - b. The NCRIC provides analytic and technical resources to collect, evaluate, analyze and disseminate timely information related to terrorist threats to government and private sector agencies that have a legal need and right to know the information.
  - c. The NCRIC provides a platform for interagency cooperation, communication, training and technical/equipment support to the jurisdictions located in the NCRIC area.
  - d. The NCRIC provides training and vulnerability assessments to governmental and private sector Critical Infrastructure and Key Resource ("CI/KR") facilities in an effort to mitigate the potential exploitation of vulnerabilities by terrorist groups.
4. Under a prior agreement the NCRIC developed a Privacy Protection Policy, setting a policy and procedures ensuring that NCRIC activities protect the privacy, civil liberties, and other legal rights of all individuals. The Director of the NCRIC shall ensure NCRIC personnel review the standing Privacy Protection Policy and update it as necessary to ensure it remains current and consistent with 28 CFR Part 23 and the Department Of Justice's Global "Privacy and Civil Liberties Policy Development Guide" – 2008.
5. Under a prior agreement the NCRIC developed the following materials:
  - a. Regional Strategic Business Plan Concept of Operations ("CONOP"),
  - b. Standard Operating Procedures ("SOP") Manual, which includes, among other things, information-flow processes and contingency and continuity of operations plans.
  - c. Performance Plan for the NCRIC for the period July 1, 2009 through June 30, 2010,
  - d. Secure web based system for information related to NCRIC operations;
  - e. Notification Plan, including notification protocols for key leaders and partner agencies within the region;

- f. Security Measures Plan,
- g. Training Plan and Program,
- h. Internal database for NCRIC personnel,
- i. Suspicious Activity and Incident Reporting ("SAR") Process Plan,
- j. Terrorism Liaison Officer Plan, and
- k. CI/KR Vulnerability Assessment Plan.

The Director of the NCRIC shall ensure the NCRIC personnel update these materials as necessary to ensure they are current and comply with all legal requirements, and maintain these materials in force and effect for the term of this Agreement. In addition, during the term of this Agreement, SAN MATEO shall ensure that the NCRIC implements and continues all plans and programs described above (a-k).

**B. Specific Services, Deliverables and Timelines**

SAN MATEO shall ensure that the NCRIC performs the following tasks and produces the following deliverables, on the schedule set forth below.

<b>Task</b>	<b>Description</b>	<b>Deliverable</b>	<b>Schedule/Due Date</b>
1.	The NCRIC, through its Privacy Officer, shall review and if needed, update the Privacy Protection Policy for the NCRIC, setting a policy and procedures ensuring that NCRIC activities protect the privacy, civil liberties, and other legal rights of all individuals.	Review and update information.	Ongoing during term of Agreement.

<p>2.</p>	<p>The NCRIC shall review and if needed, update the NCRIC's CONOP for the exchange of homeland security and criminal information between federal, state, local and tribal public safety agencies in the NCRIC region. The CONOP shall include the lawful exchange of homeland security information with CI/KR facilities.</p> <p>The NCRIC shall review and if needed, update the SOP Manual that establishes and delineates the various job functions of the personnel assigned to the NCRIC. Contractor shall implement and enforce the procedures in the SOP Manual.</p> <p>The NCRIC shall review and if needed, update the information-flow process to identify how information is communicated between various groups and personnel (e.g. incoming and outgoing avenues of information - such as Terrorism Liaison Officers ("TLOs"), fusion centers, Cal OES, Regional Terrorism Threat Assessment Centers ("RTTACs"), etc.; communication mechanisms – such as Homeland Security Information Network ("HSIN"), FBI National Data Exchange ("NDex"), FBI Law Enforcement On-Line ("LEO"), FBI eGuardian, etc. The NCRIC shall incorporate any updates of the information flow schematic into the NCRIC SOP Manual.</p> <p>The NCRIC, through its Security Officer, shall review and if needed, update the Security Measures Plan for the NCRIC facility. The plan shall address, at a minimum: physical security, information systems security, and personnel and visitor security. This plan shall be consistent with</p>	<p>If updated, an electronic version in PDF of the CONOP and SOP delivered to UASI Management Team.</p>	<p>Ongoing during term of Agreement.</p>
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	<p>“Applying Security Practices to Justice Information Sharing” – 2004.  The NCRIC, through its Security Officer, shall implement and enforce the Security Measures Plan.</p> <p>The NCRIC shall review and if needed update NCRIC contingency and continuity-of-operations plans to ensure sustained operations (including enhancement and maintenance) of information technology systems and other mission critical functions and ensure performance of these functions, if necessary, at an alternate location. The NCRIC shall support a common database where all NCRIC personnel can access the following information:</p> <ol style="list-style-type: none"> <li>1) Catalog of fusion center members, contact information, and their areas of responsibility. Contractor shall ensure this information is current at least every 6 months.</li> <li>2) Fusion center chain of command and organizational charts. Contractor shall ensure this information is current at least every 6 months.</li> <li>3) General information regarding ongoing and planned operations. Contractor shall ensure this information is current at least on a weekly basis.</li> <li>4) Calendar of events, training opportunities, etc. Contractor shall ensure this information is current at least on a weekly basis.</li> <li>5) Administrative announcements. Contractor shall ensure this information is current at least on a weekly basis.</li> </ol>		
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	6) A tracking system for internal and external support requests. Contractor shall ensure this information is current on a daily basis		
3.	The NCRIC shall prepare Performance reports that measure NCRIC activity and performance related to Suspicious Activity and criminal reporting; Critical Infrastructure/ Key Resource assessments and support; training and outreach support, The reports must provide a statistical accounting of the activities performed during the year and include annualized information.	An electronic version in PDF of the Performance Reports will be submitted to the UASI Management Team.	Ongoing during term of Agreement.
4.	The NCRIC Lead Analysts shall provide support to the UASI in completing the Annual Data Call for DHS, using the information contained in the DSB Tool.	Meetings and Reports as requested.	Ongoing during term of Agreement.
5.	<p>The NCRIC shall support a secure web based system. NCRIC management shall determine which governmental personnel will be allowed to access the system. The NCRIC shall include the following information on the site:</p> <ol style="list-style-type: none"> <li>1) NCRIC training available,</li> <li>2) Analytical, technical, and equipment resources for entities in the Operational Area (OA).</li> <li>3) General contact information for personnel assigned as the points of contact for the various agencies throughout the OA.</li> <li>4) Other pertinent information to ensure successful information sharing and dissemination.</li> </ol> <p>The web based system shall include a method to allow external partners to access and provide information in relevant areas. The system will be designed to store and share state and local criminal intelligence</p>	<p>Operational and functioning secure web based system.</p> <p>Review and update information.</p>	Ongoing during term of Agreement.

	<p>information in compliance with 28 CFR Part 23 and any other applicable legal requirements.</p> <p>The NCRIC shall ensure that the website information is current by reviewing and as necessary updating the information in the system.</p> <p>The NCRIC shall update the NCRIC notification protocol list of key leaders and partner agencies within the region.</p> <p>The NCRIC shall review and if needed, update the NCRIC Notification Plan to use various systems, including e-mail, Short Message Service ("SMS"), and voice messaging, to communicate routine and crisis information to the key leaders and partner agencies in the region.</p>		
6.	The NCRIC Security Officer will be responsible for developing, implementing, and enforcing the NCRIC Security Measures Plan.	Review and update information.	Ongoing during term of Agreement.
7.	1. The NCRIC shall review and if needed, update the NCRIC Training Plan to ensure that NCRIC personnel and partners understand the intelligence process and the NCRIC's mission, functions, plans, and procedures. The plan shall identify the basic training needs of the NCRIC personnel and identify specialized training needed. This plan shall include a professional development plan to enhance analysts' critical thinking, research, writing, presentation, and reporting skills. Contractor shall implement the Training Plan through a Training Program.	<p>1. Review and if needed update Training Plan.</p> <p>2. Follow Training Plan, implement Training Program, and ensure all new personnel begin training within 60 days of assignment to the NCRIC.</p> <p>3. If updated, an electronic version in PDF of the</p>	Ongoing during term of Agreement.

	<p>2. The NCRIC shall ensure all NCRIC personnel begin training within 6 months of assignment to NCRIC and will maintain a training file of personnel assigned to the NCRIC documenting their training.</p>	<p>Training Plan will be delivered to UASI Management Team.</p>	
8.	<p>The NCRIC shall support a common database where all NCRIC personnel can access the following information:</p> <ol style="list-style-type: none"> <li>1) Catalog of fusion center members, contact information, and their areas of responsibility. Contractor shall ensure this information is current at least every 6 months.</li> <li>2) Fusion center chain of command and organizational charts. Contractor shall ensure this information is current at least every 6 months.</li> <li>3) General information regarding ongoing and planned operations. Contractor shall ensure this information is current at least on a weekly basis.</li> <li>4) Calendar of events, training opportunities, etc. Contractor shall ensure this information is current at least on a weekly basis.</li> <li>5) Administrative announcements. Contractor shall ensure this information is current at least on a weekly basis.</li> <li>3. 6) A tracking system for internal and external support requests. Contractor shall ensure this information is current on a daily basis. The NCRIC shall review and if needed, update the NCRIC Training Plan to ensure that NCRIC personnel and partners understand the intelligence process and the NCRIC's mission, functions, plans, and procedures. The plan shall identify the basic training needs of the NCRIC</li> </ol>	<p>1a. Database supported.</p> <p>1b. Provide NCRIC personnel with access to database.</p> <p>1c. Review and if needed update Training Plan.</p> <p>2. Follow Training Plan, implement Training Program, and ensure all new personnel begin training within 60 days of assignment to the NCRIC.</p>	<p>Ongoing during term of Agreement.</p>



	<p>personnel and identify specialized training needed. This plan shall include a professional development plan to enhance analysts' critical thinking, research, writing, presentation, and reporting skills. Contractor shall implement the Training Plan through a Training Program.</p> <p>4. The NCRIC shall ensure all NCRIC personnel begin training within <u>6 months</u> of assignment to NCRIC and will maintain a training file of personnel assigned to the NCRIC documenting their training.</p>		
9.	<p>The NCRIC shall provide, at a minimum, the following services to facilitate the Bay Area region's exchange of homeland security information and protection of CI/KR facilities:</p> <ol style="list-style-type: none"> <li>1) Weekly updates through the Partners Update Brief report.</li> <li>2) Situational-awareness bulletins for official use only ("FOUO") and law enforcement sensitive ("LES") dissemination describing issues of concern and threats related to homeland security</li> <li>3) Threat trend and vulnerability assessment reports as needed</li> <li>4) Briefings as needed to CI/KR facility managers of the 18 sectors identified by DHS, regarding services available, vulnerability mitigation and general threat information.</li> <li>5) Bulletins as needed based on specific threats and disseminate the information to those facilities and public safety personnel that have a need and right to know the information based on 28 CFR Part 23.</li> </ol>	<p>Reports, bulletins, products, services and briefings to the NCRIC regional partners and the UASI Management Team.</p> <p>If updated, two (2) hard copies and one electronic version (in PDF and Microsoft Word 97-2003 format) of contingency and continuity-of-operations plans due to UASI Management Team and incorporated into NCRIC SOP Manual.</p>	<p>Ongoing during term of Agreement.</p>

	<p>6) Products and services in response to emerging or current threats on an as-needed basis as determined by NCRIC management or as requested by those agencies to which the NCRIC provides services (e.g. risk assessments, SARs, alerts, warnings, notifications, situational awareness reporting, etc.)The NCRIC shall review and if needed update NCRIC contingency and continuity-of-operations plans to ensure sustained operations (including enhancement and maintenance) of information technology systems and other mission critical functions and ensure performance of these functions, if necessary, at an alternate location.</p>		
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10.	<p>The NCRIC shall provide, at a minimum, the following services to facilitate the Bay Area region's exchange of homeland security information and protection of CI/KR facilities:</p> <ol style="list-style-type: none"> <li>1) Weekly updates through the SAR report.</li> <li>2) Monthly situational-awareness bulletins for official use only ("FOUO") dissemination describing issues of concern and threats related to homeland security</li> <li>3) Threat trend-assessment reports as needed</li> <li>4) Briefings as needed to CI/KR facility managers of the 18 sectors identified by DHS, regarding services available, vulnerability mitigation and general threat information.</li> <li>5) Bulletins as needed based on specific threats to CI/KR facilities and disseminate the information to those facilities that have a need and right to know the information based on 28 CFR Part 23.</li> <li>6) Products and services in response to emerging or current threats on an as-needed basis as determined by NCRIC management or as requested by those agencies to which the NCRIC provides services (e.g. risk assessments, SARs, alerts, warnings, notifications, situational awareness reporting, etc.)</li> </ol>	<p>Reports, bulletins, products, services and briefings to the NCRIC regional partners and the UASI Management Team.</p>	<p>Ongoing during term of Agreement.</p>
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**C. Reports**

The NCRIC will submit written reports as requested by the UASI Management Team.

**D. Department Liaison**

The NCRICs liaison with the UASI Management Team will be Amy Ramirez.

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- **All requests for reimbursements must be submitted by January 31, 2018, unless an earlier deadline is set in this Appendix. SAN MATEO should submit reimbursement requests on a quarterly basis, as applicable.**
  - **Authorized expenditures must fall into one of the following categories: Planning, Organization, Equipment, Training, or Exercises. Descriptions of authorized expenditures are in the following documents:**
  - *FY 2016 Homeland Security Grant Program Notice of Funding Opportunity:* [http://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY\\_2016\\_HSGP\\_NOFO\\_FINAL.pdf](http://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY_2016_HSGP_NOFO_FINAL.pdf)
  - *California Supplement to the Federal Funding Opportunity Announcement*, dated July 2016, available at <http://www.caloes.ca.gov/GrantsManagementSite/Documents/FY16%20HSGP%20CA%20State%20Supplement%2020160727.pdf> as “FY 2016 Homeland Security Grant Program California State Supplement to the Federal Notice of Funding Opportunity.”
  - *Authorized Equipment List:* <http://beta.fema.gov/authorized-equipment-list>
  - *Cal OES Rules and Regulations, including the Recipient Handbook:* <http://www.caloes.ca.gov/GrantsManagementSite/Documents/2014%20Recipient%20Handbook.pdf>
  - **Any equipment purchased under this Agreement must match the UASI 2016 Grant Application Workbook. Any modification to the inventory list in that Workbook must receive prior written approval from by the Bay Area UASI Program Manager.**
  - **No Management and Administration expenses are allowed, unless expressly identified and authorized in this Appendix.**
  - **Sustainability requirements may apply to some or all of the grant funded projects or programs authorized in this Appendix. See Agreement, ¶3.12.**
  - **All EHP documentation must be submitted and approved prior to any expenditure of funds requiring EHP submission.**

## Appendix B-- Grant Assurances

Name of Jurisdiction: San Mateo County – Northern California Regional Intelligence Center

Name of Authorized Agent: Carlos Bolanos, Sheriff

Address: 400 County Center, 3<sup>rd</sup> Floor

City: Redwood City State: CA Zip Code: 94063

Telephone Number: (650) 599-1664

Fax Number: (650) 599-1327

E-Mail Address: [msena@ncric.org](mailto:msena@ncric.org)

**As the duly authorized representative of SAN MATEO, I hereby certify** that SAN MATEO has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

**I further acknowledge that SAN MATEO is responsible for reviewing and adhering to all requirements within the:**

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

### **Federal Regulations**

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (CFR) and updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

**Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. SAN MATEO hereby agrees to comply with the following:**

#### **1. Proof of Authority**

SAN MATEO will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that SAN MATEO and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of SAN MATEO and the city council, governing board or authorized body.

- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

**2. Period of Performance**

SAN MATEO will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

**3. Lobbying and Political Activities**

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, SAN MATEO 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

SAN MATEO will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324- 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, SAN MATEO agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

**4. Debarment and Suspension**

As required by Executive Orders 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, SAN MATEO will provide protection against

waste, fraud, and abuse by debaring or suspending those persons deemed irresponsible in their dealings with the federal government. SAN MATEO 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 (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

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

**5. Non-Discrimination and Equal Employment Opportunity**

SAN MATEO will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;(42 U.S.C. §§ 12101-12213.);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;

- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (l) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), SAN MATEO will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

**6. Drug-Free Workplace**

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), SAN MATEO certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

**7. Environmental Standards**

SAN MATEO will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 12898 on the Environmental Justice Act, and Executive Order 11514 on Environmental Quality;
- (f) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to Executive Order 11738;
- (g) Protection of wetlands pursuant to Executive Order 11990;
- (h) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;



- (i) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.);
- (j) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
- (k) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order Executive Order 11990 which requires preservation of wetlands;
- (l) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (m) The Endangered Species Act of 1973, (P.L. 93-205);
- (n) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

SAN MATEO shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

**8. Audits**

For subrecipients expending \$750,000 or more in federal grant funds annually, SAN MATEO will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

**9. Access to Records**

In accordance with 2 CFR §200.336, SAN MATEO will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. SAN MATEO will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

**10. Conflict of Interest**

SAN MATEO will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

**11. Financial Management**

False Claims for Payment SAN MATEO will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

**12. Reporting - Accountability**

SAN MATEO agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

**13. Whistleblower Protections**

SAN MATEO also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 3324, 41 U.S.C. § 4304 and § 4310.

**14. Human Trafficking**

SAN MATEO will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect: (2) procuring a commercial sex act during the period of time that the award is in effect: or (3) using forced labor in the performance of the award or subawards under the award.

**15. Labor Standards**

SAN MATEO will comply with the following federal labor standards:

- (a) Comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts.
- (b) Comply with the Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

**16. Worker's Compensation**

SAN MATEO must comply with provisions which require every employer to be insured to protect workers who may be injured on the job before commencing performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

**17. Property-Related**

If applicable to the type of project funded by this federal award, SAN MATEO will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.

- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

**18. Certifications Applicable Only to Federally-Funded Construction Projects**

For all construction projects, SAN MATEO will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

**19. Use of Cellular Device While Driving is Prohibited**

SAN MATEO is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

**20. Freedom of Information Act**

SAN MATEO acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Rights Act, California Government Code section 6250 et seq. SAN MATEO should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

## **HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

### **21. Reporting Accusations and Findings of Discrimination**

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the OHS financial assistance office and the OHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

In the event any court or administrative agency makes a finding of discrimination against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the OHS Component financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

### **22. Acknowledgment of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### **23. Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **24. Best Practices for Collection and Use of Personally Identifiable Information (PII)**

OHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the OHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

### **25. Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

### **26. Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

### **27. Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

**28. Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942

**29. Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. §2225a.

**30. Non-supplanting Requirements**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**32. Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**33. SAFECOM**

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**34. Terrorist Financing**

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

**35. Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of SAN MATEO's currently active grants, cooperative agreements, and procurement contracts from all federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this federal award, SAN MATEO must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII,

the full text of which is incorporated here by reference in the terms and conditions of your award.

**36. USA Patriot Act of 2001**

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

**IMPORTANT**

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. SAN MATEO recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on SAN MATEO, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by SAN MATEO and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2016, Version 6.0, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202016%20DHS%20General%20Terms%20and%20Conditions.pdf>

The undersigned represents that he/she is authorized by SAN MATEO to enter into this agreement for and on behalf of SAN MATEO.

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Appendix C -- Form of Reimbursement Request**

**REIMBURSEMENT REQUEST**

\_\_\_\_\_, 2017

UASI Management Team  
711 Van Ness Avenue, Suite 420  
San Francisco, CA 94102

Re: FY 16 UASI Grant Reimbursement Request

Pursuant to Section 3.10 of the "Agreement between the City and County of San Francisco and the County of SAN MATEO for the Distribution of FY 2016 UASI Grant Funds" (the "Agreement"), dated NOVEMBER 1, 2016, between the County of SAN MATEO ("SAN MATEO") and the City and County of San Francisco, SAN MATEO hereby requests reimbursement as follows:

Total Amount of Reimbursement Requested in this Request:	\$ _____
Maximum Amount of Funds Specified in Section 3.2 of the Agreement:	\$ _____
Total of All Funds Disbursed Prior to this Request:	\$ _____

SAN MATEO certifies that:

- (a) The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse SAN MATEO for Authorized Expenditures, which expenditures are set forth on the attached Schedule 1, to which are attached true and correct copies of all required documentation of such expenditures.
- (b) After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 3.2 of the Agreement, or the not to exceed amounts specified in Appendix A for specific projects and programs.

- (c) The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and SAN MATEO is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, SAN MATEO certifies to the best of their knowledge and belief that the report is true, complete and accurate and expenditures, disbursements, and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. SAN MATEO is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject SAN MATEO to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.
- (d) No Event of Default has occurred and is continuing.
- (e) The undersigned is an officer of SAN MATEO authorized to execute this Reimbursement Request on behalf of SAN MATEO.

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



## SCHEDULE 1 TO REQUEST FOR REIMBURSEMENT

The following is an itemized list of Authorized Expenditures for which reimbursement is requested:

Project	Payee	Amount	Description	If final claim for project, check box
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

The following are attached as part of this Schedule 1 (Please check items that are applicable):

### Planning:

- Invoice/Payroll Charges
- Payroll Register
- Cleared Check Payment
- Job Description
- Functional Timesheets
- Deliverables/Progress Reports

### Organization:

- Invoice/Payroll Charges
- Payroll Register
- Cleared Check Payment
- Job Description
- Functional Timesheets
- Deliverables/Progress Reports

### Equipment:

- Invoice
- Cleared Check Payment
- Purchase Order
- Packing Slip
- EHP Approval
- EOC Approval
- Watercraft or Aviation
- Sole Source
- Performance Bond
- Equipment Ledger (Please submit electronic copy to Grants Specialist)

### Training:

- Invoice
- Cleared Check Payment
- Training Feedback Number
- EHP Approval
- Certificates/Proof of Participation
- Sign In Sheet
- Agenda

### Exercise:

- Invoice
- Cleared Check Payment
- After Action Report
- EHP Approval
- Overtime Authorization

For inquiries/questions, please contact:

\_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_  
 Print Name





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Sheriff's Office



**Date:** October 12, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Carlos G. Bolanos, Sheriff

**Subject:** Agreement with the City of Seaside Police Department

**RECOMMENDATION:**

Adopt a resolution authorizing an agreement with the City of Seaside Police Department for reimbursement of services provided by an Intelligence Analyst from the Northern California Regional Intelligence Center, for the term of July 1, 2016 through June 30, 2017, in an amount not to exceed \$125,000.

**BACKGROUND:**

In 2011, the California Assembly Bill (AB) 109 was passed. With the passage of this bill, the major changes to the State of California's Department of Corrections and Rehabilitations System have created information sharing and analytical gaps for Monterey County law enforcement agencies. The Monterey County Peninsula Regional Violence and Narcotics Team (PRVNT) Executive Board has identified the need for the development of Intelligence-Led Policing practices to understand the post AB 109 Realignment public safety service requirements for the communities they serve.

The State of California has allocated funds to the PRVNT agencies to provide improved analysis and planning dedicated to Intelligence-Led Policing support to focus countywide public safety resources related to AB 109 Realignment activities. The City of Seaside Police Department was selected by the PRVNT Executive Board as the fiscal agent to receive funding from the State of California's Governor's Office on behalf of the PRVNT Executive Board. The PRVNT Executive Board has also requested that the Northern California Regional Intelligence Center (NCRIC) provide analytical services and support to the PRVNT law enforcement agencies. The City of Seaside Police Department, on behalf of the PRVNT Executive Board, has agreed to provide funding for a NCRIC intelligence analyst to provide the requested analytical services.

**DISCUSSION:**

The Monterey County PRVNT Executive Board requests to contract with the County of San Mateo through an agreement with the City of Seaside Police Department for the purpose of providing analytical services dedicated to Intelligence-Led Policing support to focus Monterey countywide public safety resources related to AB 109 Realignment activities.

The Sheriff’s Office is requesting this Board to accept the agreement with the City of Seaside Police Department for an intelligence analyst that will be assigned by the NCRIC to work on AB 109 public safety Realignment projects for the City of Seaside Police Department and the member agencies of the PRVNT. The City of Seaside Police Department will reimburse the County of San Mateo for actual hours worked, including but not limited to overtime hours worked, all mandatory benefits as well as travel and training costs.

In addition, the Sheriff’s Office is requesting this Board to authorize the Sheriff or Sheriff’s designee to execute contract amendments which modify the County’s maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

County Counsel has reviewed and approved the resolution and agreement as to form.

Approval of the agreement contributes to the Shared Vision 2025 outcome of a Collaborative Community as the NCRIC is a collaborative regional public safety undertaking, which leads to safer communities by improving cooperation and information sharing between agencies.

**PERFORMANCE MEASURE(S):**

<b>Measure</b>	<b>CY 2015 Actual</b>	<b>CY 2016 Projected</b>
Number of realignment bulletins disseminated	10	12
Number of Priority Crime bulletins produced and disseminated	30	30
Number of Intelligence-Led Policing bulletins produced	25	30
Number of RIMS face-sheets disseminated	65	25

\*CY Calendar Year

**FISCAL IMPACT:**

The agreement is for a term commencing July 1, 2016 through June 30, 2017, in the amount not to exceed \$125,000. All costs associated with the NCRIC operation are 100% reimbursable from federal and state funds. There will be no Net County Cost incurred.

**RESOLUTION NO. .**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CITY OF SEASIDE POLICE DEPARTMENT FOR REIMBURSEMENT OF SERVICES PROVIDED BY AN INTELLIGENCE ANALYST FROM THE NORTHERN CALIFORNIA REGIONAL INTELLIGENCE CENTER, FOR THE TERM OF JULY 1, 2016 THROUGH JUNE 30, 2017, IN AN AMOUNT NO TO EXCEED \$125,000**

---

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

**WHEREAS**, in 2011, California Assembly Bill (AB) 109 was passed, which created major changes to the State of California’s Department of Corrections and Rehabilitations System; and

**WHEREAS**, the major changes created by AB 109 also created information sharing and analytical gaps for Monterey County law enforcement agencies; and

**WHEREAS**, the State of California has allocated funds to the Monterey County Peninsula Regional Violence and Narcotics Team (PRVNT) to provide improved analysis and planning dedicated to AB 109 Realignment activities; and

**WHEREAS**, the City of Seaside Police Department received funding from the State of California’s Governor’s Office on behalf of the Monterey County PRVNT Executive Board to provide analytical services and support to the Monterey County PRVNT law enforcement agencies; and

**WHEREAS**, the Monterey County PRVNT requests to contract with the County of San Mateo through an agreement with the City of Seaside Police Department for the purposes of providing analytical services dedicated to Intelligence-Led Policing support to focus Monterey County-wide public safety resources related to AB 109 Realignment activities; and

**WHEREAS**, the Northern California Regional Intelligence Center (NCRIC) will assign one intelligence analyst to work on AB 109 public safety Realignment projects for the City of Seaside Police Department and the member agencies of the Monterey County PRVNT; and

**WHEREAS**, the City of Seaside Police Department will reimburse the County of San Mateo for actual hours worked, including but not limited to overtime hours, mandatory benefits as well as travel and training costs for the NCRIC intelligence analyst; and

**WHEREAS**, this Board has been presented with the agreement with the City of Seaside Police Department and has examined and approved it as to both form and content and desires to enter into the same; and

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of the 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.

**BE IT FURTHER RESOLVED** that the Sheriff or Sheriff's designee is hereby authorized to execute contact amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

\* \* \* \* \*

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CITY OF SEASIDE

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and City of Seaside, hereinafter called "City."

\* \* \*

Whereas, pursuant to Government Code §§51300, et seq. County may contract with City for the performance by County of City functions; and

Whereas, it is necessary and desirable that County perform the professional services hereinafter described for City.

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

### 1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A - Services  
Exhibit B - Payments and Rates

### 2. Services to be performed by County

In consideration of the payments set forth in this Agreement and in Exhibit B, County shall perform services for City in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

### 3. Payments

In consideration of the services provided by County in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, City shall make payment to County based on the rates and in the manner specified in Exhibit B. In no event shall City's total fiscal obligation under this Agreement exceed **ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$125,000)**.

### 4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JULY 1, 2016**, through **JUNE 30, 2017**.

### 5. Termination; Availability of Funds

This Agreement may be terminated by County, by the Sheriff or Sheriff's designee, or by City at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. In the event of termination, County shall be entitled to receive payment for work/services provided prior to termination of the Agreement.



**6. Relationship of Parties**

It is expressly understood that this is an agreement between two independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and City is to create an independent contractor relationship.

**7. Mutual Hold Harmless**

- a. It is agreed that City shall defend, hold harmless, and indemnify County and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of City and/or its officers, employees, agents, and servants.
- b. City shall defend, hold harmless, and indemnify County from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, City's representatives for services provided under this Agreement.
- c. It is agreed that County shall defend, hold harmless, and indemnify City and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of County and/or its officers, employees, agents and servants.
- d. County shall defend, hold harmless, and indemnify City from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, City's representatives for services provided under this Agreement.
- e. The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- f. In the event of concurrent negligence (or intentional/reckless acts) of County and/or its officers and employees, on the one hand, and City and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

**8. Assignability and Subcontracting**

County shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by County under this Agreement without the prior written consent of City.

**9. Insurance**

**a. General Requirements**

City shall advise County of any insurance coverage requirements, and County shall provide evidence of appropriate coverage to City upon request.

**b. Workers' Compensation and Employer's Liability Insurance**

Each party to this agreement shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, each party certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be

insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

County shall be self-insured during the term of this Agreement under such bodily injury liability and property damage liability insurance as shall reasonably protect County and all of its employees/officers/agents 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 County's operations under this Agreement, whether such operations be by County, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

**10. Retention of Records; Right to Monitor and Audit**

- a. Each party shall maintain all required records relating to services provided under this Agreement for three (3) years after City makes final payment and all other pending matters are closed, and such records shall be subject to the examination and/or audit by the other party, a Federal grantor agency, and the State of California.
- b. Each party agrees upon reasonable notice to provide to the other party, to any Federal or State department having monitoring or review authority, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**11. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

**12. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**13. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address

listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

San Mateo County Sheriff's Office  
Carlos G. Bolanos, Sheriff  
400 County Center  
Redwood City, CA 94063  
Email: gbalkus@smcgov.org

In the case of City, to:

City of Seaside Police Department  
Chief Vicki Myers  
440 Harcourt Avenue  
Seaside, CA 93955  
Email: Vmyers@ci.seaside.ca.us

**14. Electronic Signature**

If both County and City wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County:  If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For City:  If this box is checked by City, City consents to the use of electronic signatures in relation to this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

**COUNTY OF SAN MATEO**

*A Political Sub-division of the  
State of California*

BY: \_\_\_\_\_  
PRESIDENT, BOARD OF SUPERVISORS

DATE: \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_  
CLERK OF SAID BOARD

**CITY OF SEASIDE**

BY: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINTED NAME)  
*Craig Malin, City Manager*

DATE: 8/30/12

## EXHIBIT A

*WHEREAS, in 1997, ten bay area counties were designated as the Northern California High Intensity Drug Trafficking Area ("HIDTA"), which operates under the authority of the United States Marshal's Office, DEA, FBI and Criminal Investigation Division of the IRS, with cooperation from the State Bureau of Narcotics Enforcement and Department of Justice, and local law enforcement agencies, working towards the common goal of reducing drug-related crime, violence and abuse in our communities; and*

*WHEREAS, in 2004, a Department of Homeland Security Law Enforcement Grant was awarded to the County of San Mateo to create and operate the Northern California Regional Terrorism Threat Assessment Center (NC RTTAC), to develop collaborative relationships among federal, state and local entities relative to terrorism, specifically with regard to the disciplines of law, fire, public health and emergency medical services, to improve terrorism preparedness and information sharing; and*

*WHEREAS, the most efficient way to administer the NC RTTAC program was to co-locate it with HIDTA and for HIDTA Administration to oversee the NC RTTAC as well as the NC HIDTA; and*

*WHEREAS, the Northern California HIDTA is managed by an Executive Committee, which has designated the San Mateo County Sheriff's Office to serve as the fiduciary and fiscal agent for HIDTA and RTTAC; and*

*WHEREAS, in that capacity the Sheriff receives state and federal funding for HIDTA and RTTAC, which funds are deposited with the San Mateo County Treasurer and disbursed as directed by the HIDTA Executive Committee by contracts to which the County is a party; and*

*WHEREAS, disbursement of HIDTA and RTTAC funds require the County to act in its capacity as fiduciary and fiscal agent for HIDTA/ RTTAC; and*

*WHEREAS, because HIDTA and RTTAC were created as a funding mechanism, they have no full time employees, and are staffed by a combination of independent contractors and employees of member law enforcement agencies, which employees are assigned to HIDTA or RTTAC; and*

*WHEREAS, in 2007, the United States Department of Homeland Security and the State of California Office of Homeland Security designated the NCHIDTA/NCRTTAC as the regional Fusion Center also referred to as the Northern California Regional Intelligence Center (NCRIC) for the San Francisco Bay Area; and*

*WHEREAS, the Northern California HIDTA Executive Committee has determined that it is appropriate to contract with the City of Seaside for reimbursement of services provided by an Intelligence Analyst from the NCRIC, with the understanding that the City of Seaside is acting as an independent contractor, and not as an employee or agent of the County of San Mateo or any of the members of the NCRIC and with the understanding that compensation will be paid solely with a combination of state and federal funding that is administered by the City of Seaside; and*

*WHEREAS, it is necessary and desirable that Contractor be engaged by the NCRIC for the purpose of performing the professional services relating to the NCRIC; and*

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

\* \* \*

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

*For purposes of this agreement, "County" may alternatively be referred to as "Sheriff" or "Sheriff's Office".*

## **1. DESCRIPTION OF SERVICES TO BE PERFORMED BY COUNTY.**

- A. NCRIC will assign an Intelligence Analyst who will be assigned to work with the Monterey Peninsula Regional Violence and Narcotics Team (PRVNT). In the event that the City objects to Intelligence Analyst assigned or reassigned, it will notify Director Mike Sena. Director Sena will give due consideration to the objection. However, the final decision of the personnel assigned remains with the County. The Intelligence Analyst will be to provide PRVNT with the following services, and will also provide the PRVNT participating Cities that are voting members on the PRVNT Board with the following services:
- 1.) Collection, evaluation, analysis and dissemination of terrorism, gang, organized crime, major criminal activity, critical infrastructure and key resource related information;
  - 2.) Planning terrorism, gang, organized crime, major criminal activity, critical infrastructure and key resource related training for local, state, and federal law enforcement, public safety, public health and critical infrastructure employees;
  - 3.) Correlating new terrorism, gang, organized crime and major criminal activity, critical infrastructure and key resource related information with existing information;
  - 4.) Assisting with the identification, investigation, and prosecution of criminals;
  - 5.) Providing information to assist in coordinating terrorism, gang, organized crime and major criminal activity related investigations between jurisdictions;
  - 6.) Conducting analytical research relating to terrorist groups, organized criminal activity, and critical infrastructure including link analyses;
  - 7.) Providing expert consultation to law enforcement agencies;
  - 8.) Providing liaison to law enforcement agencies, public safety, public health and critical infrastructure personnel to insure a continuing flow of information;
  - 9.) Making presentations to law enforcement, public safety, public health and critical infrastructure personnel;
  - 10.) Preparing reports, publications, correspondence, graphs, and charts relating to terrorism, gang, organized crime, major criminal activity, critical infrastructure and key resource;
  - 11.) Testifying in court;
  - 12.) Assisting law enforcement with collection, evaluation, analysis and dissemination of terrorism, gang, organized crime, major criminal activity and public safety related information at crime scenes.
  - 13.) Promote the use of:
    - a.) Homeland Security Information Network (HSIN), Law Enforcement
    - b.) Online (LEO) and other systems as directed by the California
    - c.) Emergency Management Agency (CalEMA), California Department of Justice (CA DOJ), and the United States Departments of Justice (US DOJ) and Homeland Security (DHS)
    - d.) Terrorism Liaison Officer (TLO) program through meetings and training provided to local law enforcement agencies

- e.) Information sharing and de-confliction services of the Regional Information Sharing System (RISS) through the Los Angeles Regional Criminal Information Clearing House (LA CLEAR) and Western States Information Network (WSIN)
- f.) The National Criminal Intelligence Sharing Plan (NCISP) and the Fusion Center Guidelines prepared and adopted by the United States Department of Justice, Bureau of Justice Assistance
- g.) The Automated Critical Asset Management System (ACAMS)

## EXHIBIT B

In consideration of the services provided by County described in Exhibit A and subject to the terms of the Agreement, City shall pay County based on the following fee schedule and terms:

### 1. AMOUNT AND METHOD OF PAYMENT.

A. City shall reimburse County for the actual hours worked by the Intelligence Analyst. The hourly rate shall range from:

- 1.) Straight-time: \$33.86 (minimum) to \$42.32 (maximum), PLUS mandatory benefits such as Unemployment Insurance 0.75%, Medicare 1.45%, Workers' Compensation 0.66%, and Social Security 6.20%.

B. NCRIC will submit monthly invoices to City for payment. Invoices will be either mailed or emailed, depending on City's preference, to the following:

City of Seaside Police Department  
Attn: Ms. Shannon Oster-Gabrielson  
440 Harcourt Avenue  
Seaside, CA 93955

C. Payments and questions regarding invoicing shall be directed to the Sheriff's Office Fiscal Services Bureau Manager at (650) 363-1842 or be mailed to:

San Mateo County Sheriff's Office  
Northern California Regional Intelligence Center  
Fiscal Services Bureau  
P. O. Box 36102  
San Francisco, CA 94102

D. In any event, the total payment by City for services outlined in this agreement shall not exceed **\$125,000**.





**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Sheriff's Office



**Date:** November 7, 2016  
**Board Meeting Date:** November 15, 2016  
**Special Notice / Hearing:** None  
**Vote Required:** 4/5ths (for ATR)  
Majority

**To:** Honorable Board of Supervisors

**From:** Carlos G. Bolanos, Sheriff

**Subject:** Appropriation Transfer Request and Authorization of Payment to Vance Brown Incorporated

**RECOMMENDATION:**

Adopt a resolution:

- A) Authorizing an Appropriation Transfer Request (ATR) recognizing \$3,000,000 in unanticipated revenue from Gifts and Donations and transferring \$3,000,000 to Fixed Assets for payment to Vance Brown incorporated; and
- B) Authorizing payment to Vance Brown, Incorporated in the maximum amount of \$3,000,000 upon confirmation of completion of construction work of that value.

**BACKGROUND:**

On June 28, 2016, the Board passed Resolution #074626 authorizing and accepting the donation of an indoor firearms training facility and additional site improvements from the Thomas and Stacey Siebel Foundation (the "Foundation") and John Arrillaga ("Arrillaga") to be installed on County property at the Coyote Point Recreational Facility in support of Sheriff's Office personnel training programs. The Board further authorized the County Manager to execute an agreement with the Foundation and/or Arrillaga regarding the donation including, but not limited to, the Grant Agreement presented to the Board on June 28, 2016. At the time the Board approved acceptance of the Foundation's \$3,000,000 donation, it was anticipated that the funds would thereafter be paid to Arrillaga to offset a portion of Arrillaga's construction costs and that the value of completed construction would total approximately \$5,200,000.

**DISCUSSION:**

The County has now received \$2,900,000 of the \$3,000,000 grant from the Siebel Foundation, which was placed in an unanticipated revenue account created to hold gifts and donations. Mr. Arrillaga, who is overseeing the project, engaged Vance Brown, Incorporated ("Vance Brown") as the General Contractor, and Arrillaga and Vance Brown have completed the project planning, permitting, design, and demolition work. They have also begun construction of the facility, consistent with County-approved

specifications. All site environmental work was completed prior to the commencement of construction. Vance Brown has obtained all necessary permits from the County and the construction is subject to the County's standard inspection process. Presently, it is anticipated the facility will be operational by November 2017 and the total value of the constructed facility is anticipated to be approximately \$9,000,000 as opposed to \$5,200,000.

Adoption of these resolutions would transfer the donated funds from the Gifts and Donations – Unanticipated Revenue account to the Fixed Assets – Land Improvement account, thereby facilitating the above-referenced payment of up to \$3,000,000 for work performed; and (2) authorize the San Mateo County Controller to make payment of up to \$3,000,000 in donated project funds from the Foundation to Vance Brown Incorporated for the costs of constructing, installing, and equipping the indoor firearms training facility and making additional site improvements. Such payment is hereby authorized upon confirmation by Vanir Construction Management, Inc. or such other independent appraiser as the County may retain, that the work completed as of the date of payment is equal to or exceeds the amount of the payment.

The County Counsel's Office has reviewed and approved the resolution as to form.

Approval of the resolutions contribute to Shared Vision 2025 of a Safe Community by providing an updated facility for law enforcement to train and maintain their firearms qualifications.

**FISCAL IMPACT:**

The adoption of the ATR and the resolution will result in no added cost to the County.

**RESOLUTION NO. .**

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING PAYMENT TO VANCE BROWN, INCORPORATED IN THE MAXIMUM AMOUNT OF \$3,000,000 UPON CONFIRMATION OF COMPLETION OF CONSTRUCTION WORK OF THAT VALUE**

---

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

**WHEREAS**, in May 2016, the Thomas and Stacey Siebel Foundation and John Arrillaga (“Donors”) jointly offered to plan, design, construct, install, equip, and donate, at their expense, an indoor firearms training facility and additional improvements (the “Project”), then valued at approximately \$5,200,000, on County property at the Coyote Point Recreational Facility, to be County property upon completion; and

**WHEREAS**, pursuant to this offer, the Thomas and Stacey Siebel Foundation offered to provide \$3,000,000 for the completion of the Project pursuant to terms, conditions, and specifications agreed upon with the County; and

**WHEREAS**, John Arrillaga agreed to arrange for and oversee construction of the Project and to provide any additional funding required for Project completion; and

**WHEREAS**, on June 28, 2016, this Board passed Resolution #74626, authorizing the Project, the County’s acceptance of the aforementioned donations, the approval of agreements with the Donors, and payment of a maximum of \$3,000,000 to John Arrillaga for the costs of planning, designing, constructing, installing, and equipping the indoor firearms training facility and additional improvements; and

**WHEREAS**, the County has now received from the Thomas and Stacey Siebel Foundation the grant of \$2,900,000 of the \$3,000,000, such funds to be used to complete the Project; and

**WHEREAS**, John Arrillaga has engaged Vance Brown Incorporated to construct the Project pursuant to specifications agreed upon with the County, and the \$3,000,000 payment for construction which the Board authorized to be paid to John Arrillaga should instead be made to Vance Brown Incorporated; and

**WHEREAS**, the project planning, permitting, design, environmental site, and demolition work has been completed;

**WHEREAS**, construction has commenced, and it is anticipated the construction will be complete and the indoor firearms training facility will be operational by November 2017 with an approximate value of \$9,000,000 as opposed to \$5,200,000; and

**WHEREAS**, Vance Brown Incorporated has obtained all necessary permits from the County and the construction is subject to the County's standard inspection process; and

**WHEREAS**, confirmation of the work performed and the value of the construction in progress will be made by Vanir Construction Management, Inc. or such other independent appraiser as the County may retain;

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the San Mateo County Controller is authorized to make payment of a maximum of \$3,000,000 to Vance Brown Incorporated for costs of constructing, installing, and equipping the indoor firearms training facility and additional improvements, provided that

as a condition to payment, the County Manager or his designee shall first confirm that the value of the construction at the time of payment equals or exceeds the payment(s) to be made; and

**BE IT FURTHER RESOLVED** that the combined total amount payable to Vance Brown Incorporated shall not exceed \$3,000,000; and

**BE IT FURTHER RESOLVED** that the County Manager or his designee is hereby authorized to take such actions as are necessary to carry out the intent of these resolutions including but not limited to confirming and documenting the donations made by the Thomas and Stacey Siebel Foundation and John Arrillaga and the value of the services provided by John Arrillaga.

\* \* \* \* \*

**COUNTY OF SAN MATEO  
APPROPRIATION TRANSFER REQUEST**

REQUEST NO.  
*ATR 17-009*

SHERIFF'S OFFICE

11/2/2016  
FY 2016-17

**1. REQUEST TRANSFER OF APPROPRIATION AS LISTED BELOW:**

	CODES		AMOUNT	DESCRIPTION
	FUND OR ORG	ACCOUNT		
<b>FROM</b>	30171	2646	3,000,000	Gifts and Donations – Unanticipated Revenue
<b>TO</b>	30171	7211	3,000,000	Fixed Assets - Structure and Improvements

**Justification (Attach Memo if Necessary):**

Recognizing a donation of \$3,000,000 from the Thomas and Stacey Siebel Foundation to pass through as payment to John Arrillaga and/or Vance Brown Incorporated for the construction of the indoor firearms training facility at the Coyote Point Recreational facility, as approved by the Board on June 28, 2016.

**DEPARTMENT HEAD**

*Carl A. Bola*

**DATE**

*Nov. 9, 2016*

**2.  Board Action Required       Four-Fifths Vote Required       Board Action Not Required**

**COUNTY CONTROLLER**

*WJR*

*A*

**DATE**

*11/9/16*

**3.  Approve as Requested       Approve as Revised       Disapproved**

**COUNTY MANAGER**

*Steve*

**DATE**

*11/9/16*

**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 \_\_\_\_\_, 20\_\_\_\_

Ayes in favor of said resolution:  
Supervisors:

Noes and against said resolution:  
Supervisors: