



City of South San Francisco

City Council

Resolution: RES 158-2024

P.O. Box 711 (City Hall, 400
Grand Avenue)
South San Francisco, CA

File Number: 24-1016

Enactment Number: RES 158-2024

RESOLUTION ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$270,000 FROM SAN MATEO COUNTY TOWARDS ECONOMIC MOBILITY PROGRAMS AT THE ECONOMIC ADVANCEMENT CENTER IN SOUTH SAN FRANCISCO UNDER BUDGET AMENDMENT NUMBER 25.022, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE ASSOCIATED GRANT AGREEMENT.

WHEREAS, in March 2021, City Council accepted a grant from San Mateo County (County) in the amount of \$200,000 to support a portion of the cost to establish the Economic Advancement Center (EAC). Of this amount, \$100,000 of this grant supported operational costs, and \$100,000 supported programmatic costs towards small business and entrepreneurship support services in FY 2021-22; and

WHEREAS, since the EAC opened virtually in July 2021 and then opened the center in February 2022, the City appropriated \$2 million in general funds in 2021, and attracted an additional \$2.9 million in grant funds including \$1.13 million from the U.S. Economic Development Administration (EDA), \$1 million from the California Governor's Office of Business and Economic Development (GOBiz), \$500,000 from the U.S. Department of Labor (DOL), \$200,000 from the County, \$20,000 from the National League of Cities (NLC), as well as a small amount of private donations; and

WHEREAS, on September 25, 2024, City Council approved a resolution that authorized the City Manager to execute the Fifth Amendment to separate professional service contracts with JobTrain and Renaissance, expiring on June 30, 2025; and

WHEREAS, funding to support the EAC for FY 2024-25 is fully budgeted with funding that is already appropriated and approved to support all operational and programmatic costs at the EAC; and

WHEREAS, the City, its partners, and regional stakeholders continue to explore a funding strategy to continue the EAC with its current model into FY 2025-26 and beyond; and

WHEREAS, the County Board of Supervisors approved a grant in the amount of \$270,000 to programmatic services at the EAC at its October 8, 2024 meeting; and

WHEREAS, the County will require the City to enter into a grant agreement to receive the funds, which will expire by December 31, 2025; and

WHEREAS, the \$270,000 grant will specifically fund supports services offered by Renaissance for \$184,165, services offered by JobTrain for \$75,835, and \$10,000 to the City Promotores Program; and

WHEREAS, the performance metrics identified in the associated grant agreement require the City to report on metrics to include: (1) 52 individuals to receive business counseling services; (2) 8 new business to be created; (3) provide job placement referrals for 20 individuals to be placed into full-time employment; and (4) provide resource referrals for 20 individuals through the City Promotores Program; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South San Francisco that the City Council hereby takes the following actions:

1. Finds and determines that the foregoing recitals are true and correct and incorporated herein as part of this Resolution; and

2. Authorizes the City Manager to execute the grant agreement with San Mateo County, incorporated herein as Exhibit A, with any amendments which do not materially increase the City's obligations approved as to form by the City Attorney; and

3. Accepts the grant funds under Budget Amendment Number 25.022, with the understanding that expenditures may overlap multiple fiscal years; and

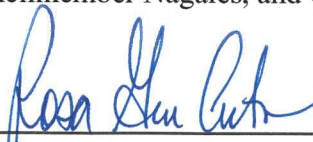
4. Authorizes the City Manager to take any other related actions necessary to carry out the intent of this Resolution.

* * * * *

At a meeting of the City Council on 10/9/2024, a motion was made by Councilmember Nicolas, seconded by Councilmember Nagales, that this Resolution be approved. The motion passed.

Yes: 5 Mayor Coleman, Vice Mayor Flores, Councilmember Addiego, Councilmember Nagales, and Councilmember Nicolas

Attest by



Rosa Govea Acosta, City Clerk

**MEASURE K GRANT AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND CITY OF SOUTH SAN FRANCISCO**

This Agreement is entered into this 8th day of October 2024 by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and City of South San Francisco, hereinafter called "Grantee."

* * *

WHEREAS, the Grantee has applied to the County seeking a grant for the purpose of funding the matters set forth in its Project described in Exhibit A (the "Grant");

WHEREAS, the County has approved the grant of certain funds to Grantee pursuant to the terms set forth in this Agreement;

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—Project Description
Exhibit B—Reporting and Invoicing

2. Grant

County hereby grants to Grantee a sum not to exceed Two Hundred Seventy Thousand Dollars and Zero Cents (\$270,000) in consideration of and on the condition that the sum be expended for the sole purpose of carrying out the objectives of Grantee's Project as identified in Exhibit A, and in no event shall the County's total fiscal obligation under this Agreement exceed this amount. Grantee agrees to assume any obligation to secure and furnish any additional funds that may be necessary to carry out its Project.

Funds granted under this Agreement shall not be disbursed until execution of this Agreement by County and Grantee.

County shall disburse grant funds to Grantee 30 calendar days after receipt of a satisfactory invoice. Invoices should be accompanied by back up documentation (e.g., receipts for professional services rendered, salary and benefits back up, etc.) and submittal of any required summary reports outlined in Exhibits A or B. The County reserves the right to change the disbursement method during the term of this Agreement.

The disbursement schedule is as follows:

- **Payment 1-** Invoice for up to 50% of the grant (\$135,000), upon submission of receipts/invoices showing expenditures and proof of performance measures, timesheets, and activity logs on items funded by the grant and listed in Exhibit A and/or B.
- **Payment 2-** Invoice for remainder of the grant (\$135,000), upon submission of receipts/invoices showing expenditures and proof of performance measures, timesheets, and activity logs on items funded by the grant and listed in Exhibit A and/or B, including photographs and use of Measure K logo as approved by the County.

INVOICES: Requests for grant disbursement should be (1) on the organization's official letterhead, (2) include date of invoice, amount requested, and Agreement number, and (3) submitted to the attention of:

County Executive's Office
500 County Center, 5th Floor

Redwood City, CA 94063
CEO_AP_Inbox@smcgov.org

3. Term & Termination

This Agreement is subject to approval of the South San Francisco City Council and shall not go into effect until formal approval of the South San Francisco City Council is obtained. Subject to compliance with all terms and conditions, the term of this Agreement shall begin on the date following South San Francisco City Council formal approval of this Agreement and continue through December 31, 2025. If the City of South San Francisco City Council does not formally approve this Agreement by October 23, 2024, this Agreement shall be considered terminated. County assumes all risk of possible non-acceptance of approved and appropriated funds by Grantee.

This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future grants.

County may terminate this Agreement based upon the unavailability of Federal, State, or County funds by providing written notice to Grantee within a reasonable time after County learns of said unavailability of funding. Grantee acknowledges that this Agreement may be subject to approval of the Board of Supervisors, and assumes all risk of possible non-appropriation and non-approval of funds.

County may suspend and/or terminate this Agreement if Grantee fails to comply with the terms of this Agreement and may, in its sole discretion, withhold or cancel pending and future disbursements of grant funds and/or require Grantee to return some or all funds disbursed under this Agreement.

4. Relationship of Parties

Notwithstanding any publicity or other references to the County required to be made in connection with the Project as set forth in Exhibit A, Grantee understands and agrees that the Project performed under this Agreement is not performed by Grantee as an independent contractor of the County or as an employee of County and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of County contractors or County employees. Grantee acknowledges and agrees that it is not, and will not hold itself out as, an agent, partner, or co-venturer of the County, and that this Agreement is not intended to and does not create an agency, partnership, or joint venture between the Parties.

5. Project Administration

The Parties agree that the Project as described in Exhibit A shall not be altered without a written amendment to this Agreement, signed by both the County and the Grantee. Grantee shall provide written reports to the County's authorized representative in accordance with Exhibit B.

6. Hold Harmless

Grantee 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 performed of Grantee in furtherance of the Project 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 Grantee or its employees/officers/agents/volunteers;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Grantee's failure to comply with any applicable federal, state, or local laws or regulations; 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, Grantee'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 Grantee 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.

7. Insurance

a. General Requirements

Prior to its receipt of any funds pursuant to this Grant Agreement, Grantee shall obtain all insurance required under this Section and such insurance shall be subject to the approval by County's Risk Management, and Grantee shall use diligence to obtain such insurance and to obtain such approval. Grantee shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Grantee's coverage to include the contractual liability assumed by Grantee 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

Grantee 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, Grantee 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 or continuing the performance of Project work for which it would receive grant funds.

c. Liability Insurance

Grantee shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Grantee 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 Grantee's operations under this Agreement, whether such operations be by Grantee, 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 Grantee 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 any further payment pursuant to this Agreement.

8. Assignability and Subcontracting

Grantee shall not assign this Agreement or any portion of it to a third party. Except as set forth in Exhibit A, Grantee shall not subcontract with a third party to perform the Project. 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 and the County shall have the right to a refund of all funds disbursed under this Agreement.

9. Compliance With Laws

All services to be performed by Grantee in connection with the Project shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including, but not limited to, any laws related to payment of prevailing wages pursuant to the California Labor Code. In connection with the Project, Grantee bears responsibility to obtain, at Grantee's expense, any license, permit, or approval required from any agency.

10. Merger Clause; Amendments

This Agreement, including Exhibits, constitutes the sole Agreement of the parties regarding the Grant, 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 concerning the Grant that are not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

11. 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.

12. 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:	In the case of Grantee, to:
County Executive's Office Molly Ortiz, Administrative Assistant II	City of South San Francisco Ernesto Lucero, Economic Development Manager

500 County Center, 5th Floor Redwood City, CA 94063 Email: mortiz@smcgov.org Phone: (650) 363-1810	PO Box 711 South San Francisco, CA 94083-0711 Email: Ernesto.Lucero@ssf.net Phone: (650) 829-6620
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13. 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.

DRAFT

Agreement No. _____

Board Resolution No. _____

* * *

THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO FUNDS WILL BE DISTRIBUTED UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY'S AUTHORIZED DESIGNEE.

For Grantee:

(signature)
Authorized Representative
Grantee

Date

City of South San Francisco

Name of Grantee

(please print name)
Authorized Representative
Grantee

(signature)
City Attorney

(attestation)
City Clerk

For County:

(Signature)
Authorized Designee
County of San Mateo

Date

CHIEF FINANCIAL OFFICER

Job Title (please print)

80125-6265

Budget Unit

BOSD1 \$250,000 and BOSD5 \$20,000

Measure K JL Code

ROBERTO MANCHIA

(please print name)
Authorized Designee
County of San Mateo

Exhibit A

The County and Grantee agree that the grant funds shall only be used to further the goals of the following Project, described below and in the October 8, 2024 Board transmittal and resolution, incorporated herein by reference:

Grantee will use grant funds to support the North San Mateo County Economic Advancement Center ("EAC") located in South San Francisco. The EAC brings services closer to clients, and by making it convenient to get to and from the service center, increases opportunities for residents to access critical services. The Grantee will collaborate with Renaissance Entrepreneurship Center and JobTrain Inc. to provide services at the EAC. Renaissance will provide small business and entrepreneurship training to individuals interested in establishing or expanding a business. JobTrain will provide workforce development services. The grant will also fund the City's Promotores, who will provide intake and social services navigation services to clients.

The grant funds will be used as follows:

Renaissance Entrepreneurship Center	\$184,165
JobTrain, Inc	\$75,835
City of South San Francisco (Promotores)	\$10,000
Total	\$270,000

In no event shall the County's fiscal obligation under this Agreement exceed \$270,000.

Exhibit B

In accordance with the terms of this Grant Agreement, Grantee will provide, or cause to be provided the services for the Project detailed in Exhibit A and will report back to the County regarding various performance measures including, but not limited to, those noted below. Such reporting data shall be delivered to the County no later than December 31, 2025. In addition, Grantee agrees to provide descriptive information about the Project funded by the Measure K grant upon reasonable request of the County, including, but not limited to, the County Executive's Office, the County Communications Officer, or the Supervisorial District Office.

<u>Performance Measure</u>	<u>Target</u>
52 Additional clients served by Renaissance Entrepreneurship Center	Complete
8 New businesses created as a result of services provided by Renaissance Entrepreneurship Center	Complete
20 Individuals Placed Into Full-Time Employment by JobTrain	Complete
20 Individuals Served by the Promotores Program	Complete

Payment will be made within 30 days of receipt of an adequate invoice by the County Executive's Office, Accounting Unit. County shall have the right to withhold payment if County determines the quantity and/or quality of the work performed is unacceptable.

Grantee shall provide County with a written itemized invoice that allows the County to reconcile the work performed. Grantee shall provide a description of monthly expenses, evidence of work performed, or of costs incurred, including, but not limited to, performance measures, timesheets, activity logs, copies of bills, and/or packing slips. Indirect costs are not eligible for reimbursement under this Agreement.

Grantee shall include a written certification that the costs were actually incurred for the Project and that the supporting documentation is true, correct and complete.

All invoices shall include the agreement number, project location, dates of service and specified work completed.

Pursuant to Section 2 of the Grant Agreement, County's fiscal obligation shall not exceed \$270,000.

Remit invoices to:

County Executive's Office
Molly Ortiz, Administrative Assistant II
500 County Center, 5th Floor
Redwood City, CA 94063
Email: CEO_AP_Inbox@smcgov.org
Phone: (650) 363-1810