



AGENDA STAFF REPORT

Agenda Item

27

ASR Control 07-002491

MEETING DATE: 11/20/07
 LEGAL ENTITY TAKING ACTION: Board of Supervisors
 BOARD OF SUPERVISORS DISTRICT(S): All Districts
 SUBMITTING AGENCY/DEPARTMENT: County Executive Office (Approved)
 DEPARTMENT CONTACT PERSON(S): Rob Richardson (714) 834-3481

07/11/15 PM 12:21
 COUNTY CLERK OF THE BOARD
 COUNTY OF ORANGE

SUBJECT: Orange County Disaster Relief

CEO CONCUR
Concur

COUNTY COUNSEL REVIEW
Approved Agreement to Form

CLERK OF THE BOARD
Consent Calendar
3 Votes Board Majority

Budgeted: Yes

Current Year Cost: \$100,000

Annual Cost: N/A

Staffing Impact: No

of Positions:

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: General Fund

Prior Board Action: November 6, 2007

RECOMMENDED ACTION(S)

1. Receive and File Contracts between the Orange County Community Foundation and the County of Orange:
 - a. Grant Agreement
 - b. Field of Interest Agreement
2. Reaffirm allocation of \$100,000 to the Orange County Disaster Relief Fund.
3. Direct the County Executive Office to provide a Status Report in 90 days.

SUMMARY:

The Board of Supervisors approved the establishment of the Orange County Disaster Relief Fund with the Orange County Community Foundation on November 6, 2007.

BACKGROUND INFORMATION:

The Board of Supervisors approved the establishment of the Orange County Disaster Relief Fund on November 6, 2007 and authorized a \$100,000 expenditure. The fund will be administered by the Orange

County Community Foundation (OCCF). The Board also authorized the County Executive Officer to enter into an agreement with the OCCF to facilitate the establishment of this new fund to assist with disaster recovery.

In response to Board of Supervisors direction, the County Executive Officer has executed the necessary agreements which are exhibits to this agenda staff report. These include the Grant Agreement between the County of Orange and the OCCF, and the Field of Interest Fund Agreement between the County of Orange and the OCCF.

The amount of \$50,000 will be transferred to the OCCF upon execution of these agreements and the balance will be funded within 30 days of the final execution.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

EXHIBIT(S):

1. Grant Agreement between the County of Orange and the Orange County Community Foundation
2. Field of Interest Fund Agreement Between the County of Orange and the Orange County Community Foundation

GRANT AGREEMENT
BETWEEN
THE COUNTY OF ORANGE
AND
THE ORANGE COUNTY COMMUNITY FOUNDATION
TO CREATE AND ADMINISTER
THE ORANGE COUNTY DISASTER RELIEF FUND

This Grant Agreement, made this 15 day of November, 2007, is by and between the County of Orange (hereinafter "County") and the Orange County Community Foundation, a California non-profit corporation (hereinafter "OCCF"). In consideration of their mutual and respective promises, the parties hereto do hereby agree as follows:

The grant to OCCF from the County of Orange is for the explicit purpose described below and is subject to acceptance by OCCF of the following conditions:

1. **GRANTEE:**
Orange County Community Foundation
30 Corporate Park, Suite 410
Irvine, CA 92606
Contact: Todd Hanson, Vice President of Donor Relations and Programs

2. **AMOUNT OF GRANT:** The grant shall be in the amount of \$100,000.

3. **GRANT PURPOSE:** To establish the "Orange County Disaster Relief Fund" and allocate \$100,000 to this fund to provide disaster relief for Orange County residents. The Orange County Disaster Relief Fund was authorized by the Orange County Board of Supervisors on November 6, 2007 pursuant to Government Code section 26227 to fill a demonstrated public purpose and social need. The purpose of the Orange County Disaster Relief Fund is to alleviate the economic hardship suffered by residents following a local disaster for which the Orange County Board of Supervisors has proclaimed a local emergency pursuant to Government Code section 8558(c) or has ratified such a proclamation. Funding will be made available by the Community Foundation as grants to qualified, eligible non-profit organizations for distribution to individuals and communities affected by the local disaster for the following purposes:
 - To provide basic services on an emergency basis;
 - To provide services that stabilize the emergency situation or crisis;
 - To provide resources for recovery and rebuilding in areas affected by a disaster.

The Orange County Disaster Relief Fund shall be available to assist individuals and communities in need as a result of the Santiago Fire, for which the Orange County Board of Supervisors ratified a proclamation of local emergency on October 23, 2007. Remaining funds beyond this immediate purpose will remain in the permanent Orange County Disaster Relief Fund held by the OCCF and will be available in the event of future proclamations of emergency made or ratified by the Board of Supervisors. This will enable individuals and private sector businesses to make charitable contributions to this permanent fund managed by OCCF and remain eligible to receive any applicable credit for such charitable contributions.

4. **PAYMENT SCHEDULE:** Payment shall be made in two installments. An initial amount of \$50,000 will be paid by County to OCCF upon execution by OCCF and County of this Agreement. The second and final installment of \$50,000, for a total payment of \$100,000, will be paid to OCCF within thirty (30) days of the execution of this Agreement.

5. **SERVICES TO BE PROVIDED:** OCCF shall use a request for proposal procedure to identify qualified and eligible non-profit organizations that meet the following criteria:

- A demonstrated capability in delivering emergency services and recovery support to individuals and communities;
- Services shall not overlap or duplicate services already being provided by other organizations or entities serving those affected by emergencies;
- Services must be provided without discrimination on the basis of race, religion, gender, sexual orientation, age, national origin, ancestry, medical condition, or physical or mental disability and/or in violation of civil rights law;
- Administrative costs of eligible organizations must not exceed 15%.

OCCF shall undertake the responsibility to hold, manage, invest and reinvest the assets of the fund, to develop specific application criteria and guidelines, to publicize the availability of the fund to potential grant applicants, to evaluate proposals received, to make decisions regarding grant awards, to respond to any and all inquiries, to distribute grant awards and to process any complaints received from unsuccessful applicants using an internal review procedure.

6. **TERM:** The Fund is protected from obsolescence should the purposes for which it was created ever become obsolete or incapable of fulfillment. The responsibility of OCCF's Board of Governors is to ensure that the funds are used for a purpose as similar as possible to those set forth in this Agreement. In its capacity as a donor-advisor, the County may require that the balance of the Orange County Disaster Relief Fund be distributed and the Agreement effectively terminated for any reason upon 30 days written

notification, with the distribution of funds to benefit demonstrated public purposes or social needs of the residents of Orange County.

7. **CONFLICT OF INTEREST:** OCCF covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

8. **NON-DISCRIMINATION:** OCCF shall not discriminate in any way with respect to performance of this Agreement, on the basis of race, religion, gender, sexual orientation, age, national origin, ancestry, medical condition, or physical or mental disability and/or in violation of civil rights laws.

9. **NOTICES AND CORRESPONDENCE:** All notices, correspondence, reports, and/or statements authorized or required by this Agreement shall be addressed as follows:

County: County Executive Office
County of Orange
333 West Santa Ana Blvd.
Santa Ana, CA 92701

OCCF: Orange County Community Foundation
30 Corporate Park, Suite 410
Irvine, CA 92606

All Notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. County and OCCF may agree in writing to change the addresses to which notices are sent.

10. **ASSIGNMENT:** Inasmuch as this Agreement is intended to secure the specialized services of OCCF, OCCF may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the county and any such assignment, transfer, delegation or subcontract without the County's prior written consent shall be considered null and void.

11. **FEE:** For services provided to County under this Agreement, OCCF shall receive an annual Foundation Support Fee of two percent (2%) which shall be paid quarterly. Each quarter, the fund balance for the preceding 12 months shall be reviewed. The highest balance for that 12-month period shall be multiplied by a quarter of the annual Foundation Support Fee percentage to calculate the quarterly assessment.

12. **AUDITS:** OCCF shall provide County with a copy of its annual organization-wide audit during the term of this Agreement. The audit must be performed in accordance with generally accepted auditing standards.

13. **INDEMNIFICATION:** OCCF agrees to indemnify, defend with counsel approved in writing by County, and hold State, County, and their elected and appointed officials, officers, employees, agents and those special districts and agencies for which the County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by OCCF pursuant to this Agreement. If judgment is entered against OCCF and County by a court of competent jurisdiction because of the concurrent active negligence of County or OCCF, OCCF and County agree that liability will be apportioned as determined by the court. To the extent permitted by law, neither party shall request a jury apportionment.

14. **INSURANCE:** During this Agreement, OCCF will maintain all applicable and required liability insurance, including Directors and Officers Insurance with a minimum limit of \$5,000,000, Workers' Compensation, and Commercial General Liability, including broad form property damage and contractual liability with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

15. **REPORTS:** Reports shall be submitted by OCCF to County quarterly for the first 12 months of OCCF's receipt of the funds, with the first quarterly report due 90 days after the initial installment payment of \$50,000. After the first four quarterly reports, OCCF shall submit reports to County annually while a balance remains in the Fund. Upon the expenditure of all monies in the Fund, OCCF shall submit a final report to County within 30 days.

16. **PUBLICITY:** No press releases or media publicity shall be made public without the prior approval of County. Information in connection with grant applications and the request for proposal procedure shall state that the Fund is funded, wholly or in part, through County.

17. **ALTERATION OF TERMS:** This Agreement, including any Exhibits attached hereto and incorporated by reference, fully expresses all understandings of the parties with respect to the subject matter. No change, modification, termination or waiver of this Agreement or of any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year dated below:

Dated: 11-16-07

COUNTY OF ORANGE

By 

Thomas G. Mauk
County Executive Officer
COUNTY OF ORANGE

Dated: 11/15/07

By 

Shelley Hoss, President
ORANGE COUNTY
COMMUNITY FOUNDATION

Dated: 11/15/07

By 

Tracy Branson, Vice President of
Finance and Administration
ORANGE COUNTY
COMMUNITY FOUNDATION

APPROVED AS TO FORM
COUNTY COUNSEL
County of Orange, California

By: 
Deputy

Dated: 11/14/07



ORANGE COUNTY DISASTER RELIEF FUND
A Non-Endowed Field-of-Interest Fund Agreement
of the Orange County Community Foundation

This agreement, made this 5th day of November 2007, between the County of Orange (hereinafter referred to as the "Founder") and the Orange County Community Foundation, a California nonprofit corporation (hereinafter referred to as the "Community Foundation"), is as follows:

The Founder desires to create a Non-Endowed Field-of-Interest Fund with the property hereinafter specified to provide **disaster relief for Orange County residents**.

The Founder hereby assigns, conveys, transfers and delivers to the Community Foundation property acceptable to the Community Foundation which the Founder or any other person may from time to time add to the Fund (hereinafter referred to as the "Fund"), subject to the terms and conditions herein set forth:

FIRST: The Fund hereby created shall be known as the "Orange County Disaster Relief Fund." The Orange County Disaster Relief Fund was authorized by the Orange County Board of Supervisors on November 6, 2007 pursuant to Government Code section 26227 to fill a demonstrated public purpose and social need. The purpose of the Orange County Disaster Relief Fund is to alleviate the economic hardship suffered by residents following a local disaster for which the Orange County Board of Supervisors has proclaimed a local emergency pursuant to Government Code section 8558(c) or has ratified such a proclamation. Funding will be made available by the Community Foundation as grants to qualified and eligible non-profit organizations for distribution to individuals and communities affected by the local disaster for the following purposes:

- To provide basic services on an emergency basis;
- To provide services that stabilize the emergency situation or crisis;
- To provide resources for recovery and rebuilding in areas affected by a disaster.

SECOND: The Community Foundation shall hold, manage, invest and reinvest the Fund, shall collect the earnings and shall disburse the assets of the fund for public charitable uses and purposes, in accordance with the fund purpose set forth above and the policies of the Community Foundation.

THIRD: Suggestions and recommendations concerning grants from the Fund shall be accepted or rejected, in whole or in part, by the Community Foundation's Board of Governors in its sole and absolute discretion in accordance with Internal Revenue Service Regulations.

FOURTH: The Fund is protected from obsolescence should the purposes for which it was created ever become obsolete or incapable of fulfillment. The responsibility of the Foundation's Board of Governors is to ensure that the funds are used for a purpose as similar as possible to those set forth in the Agreement. The Board shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if, in the sole judgment of the Board, such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.

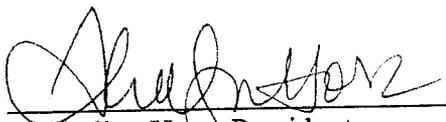
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date and year below:

Dated: _____

COUNTY OF ORANGE

By _____
Thomas G. Mauk
County Executive Officer
COUNTY OF ORANGE

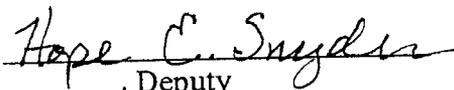
Dated: 11/16/07

By: 
Shelley Hoss, President
ORANGE COUNTY
COMMUNITY FOUNDATION

Dated: 11.15.07

By: 
Tracy Branson, Vice President of
Finance and Administration
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COMMUNITY FOUNDATION

APPROVED AS TO FORM
COUNTY COUNSEL
County of Orange, California

By: 
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Dated: 11/14/07