


**COUNTY OF SAN MATEO
HUMAN SERVICES AGENCY
OFFICE OF HOUSING**

Date: April 16, 2001
Hearing Date: May 1, 2001

TO: Honorable Board of Supervisors
FROM: Maureen Borland, Director, Human Services Agency
Steve Cervantes, Director, Office of Housing 
RE: ADOPT A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO AGREEMENT 71000-00-D029 WITH SAMARITAN HOUSE

RECOMMENDATION

Adopt a resolution authorizing execution of an amendment to agreement 71000-00-D029 with Samaritan House.

Background

On June 22, 2000, the County of San Mateo entered into contract with Samaritan House, under agreement 71000-00-D029 in the amount of \$25,000 for one-time funding expenses revolving around staff recruitment.

In March of 2001, the Human Services Agency approved 9 requests for funds by Samaritan House which total \$118,333.

Discussion

Seven Core Service Provider agencies provide unduplicated services geographically distributed throughout the County. Samaritan House is the Core Service Agency which handles the cities of Belmont, Burlingame, Foster City, Hillsborough, Millbrae, San Carlos and San Mateo. The emergency assistance, information and referral and other services provided by the Core Service Providers offer access to the County's Human Services delivery system.

These requests, listed in detail in the amendment, include additional funds for staff recruitment; supplemental funds for a food van; carpeting for both their Client Services Facility and their Education Center; medical and dental equipment; a client outreach campaign; equipment for their Family Kitchen; office equipment and renovations to their Clothes Closet.

The amendment has been approved by the County Counsel's Office.

Fiscal Impact

This amendment adds \$118,333 to the original contract amount of \$25,000, bringing the new total of the contract to \$143,333. The \$118,333 of new funds is provided in full from TANF Incentive funds.

Norman Pascoe, HCD Specialist, Ext. 5008

RESOLUTION NO. _____

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

* * * * *

**RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO AN
AGREEMENT WITH SAMARITAN HOUSE**

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

WHEREAS, the County of San Mateo entered into agreement 71000-00-D029 with Samaritan House on June 22, 2000;

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an amendment to said agreement, reference to which is hereby made for further particulars; and

WHEREAS, this Board has been presented with a form of such amendment to said 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 be, and the President is hereby authorized and directed to execute said amendment to agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *



**AMENDMENT TO AGREEMENT
#71000-00-D029
BETWEEN
SAN MATEO COUNTY
HUMAN SERVICES AGENCY
OFFICE OF HOUSING
AND
SAMARITAN HOUSE**

**Agency Contact Person:
Norman Pascoe
HCD Specialist
(650) 802-5008**

**AMENDMENT TO AGREEMENT 71000-00-D029 BETWEEN
SAN MATEO COUNTY HUMAN SERVICES AGENCY OFFICE OF HOUSING
AND SAMARITAN HOUSE**

THIS AMENDMENT TO AGREEMENT, made and entered into this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as "County", and Samaritan House, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, County and Contractor entered into an Agreement, number 71000-00-D029, dated June 22, 2000, and

WHEREAS, County and Contractor desire to amend said Agreement;

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

Section 4.A. will be replaced and shall now read as follows:

Maximum Amount. In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the County shall be obligated to pay under this Agreement shall not exceed \$143,333.

The following language will be added to Section 8 on Non-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

- i. termination of this Agreement;
- ii. disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contractor between Contractor and County.

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

Under Exhibit A, the third paragraph will be replaced by the following language:

This contract provides funding in the following areas:

Staff recruitment (\$40,269): There has been a great amount of staff turnover and Contractor needed to spend a significantly higher amount in this area than in previous years.

Food Van (\$12,367): With the funds provided, Contractor will purchase a van to deliver meals and transport food and supplies, in addition to picking up furniture and donations.

Carpeting for Client Services Facility (\$2,400): With the funds provided, Contractor will carpet the Core client services facility located at 401 North Humboldt Street in San Mateo.

Carpeting for Education Center (\$5,500): With the funds provided, Contractor will carpet the elementary classroom at the North Central College Intitute located on the Turnbull Learning Academy campus.

Medical Equipment (\$14,413): With the funds provided, Contractor will purchase medical and dental supplies for Contractor's Medical Free Clinic including an EKG machine and cart; and ultrasound unit for physical therapy; a gynecology lamp and mobile stand; an automated defibrillator; a fiber-optic surgical handpiece; extraction forceps, elevators and accessories; and ultrasonic turbo scaler; mouth to mouth resuscitators; and burs for hand pieces.

Client Outreach Campaign (\$15,000): With the funds provided, Contractor will create and implement a client outreach campaign which will include informing the community about the San Mateo and Redwood City clinics; outreach to specific ethnic groups in the County; research on needs of and services for adolescents; and informing the community of Contractor's efforts to operate a year-round shelter with comprehensive support services.

Family Kitchen Equipment (\$12,500): With the funds provided, Contractor will purchase refrigeration equipment and a freezer compressor with new seals for the outdoor walk-in units at Contractor's Family Kitchen.

Office Equipment (\$15,884): With the funds provided, Contractor will purchase two photocopiers; one for the Core Services program and one for Contractor's Medical Clinic.

Clothes Closet Renovations (\$25,000): With the funds provided, Contractor will paint, carpet and insulate this facility, located on Claremont Street in San Mateo, which provides men, women and children with new and used clothing, furniture, household goods and toys.

Exhibit B will be replaced and shall now read as follows:

Staff recruitment: In full consideration of the services provided by the Contractor pursuant to the Agreement, County shall pay the Contractor with a reconciliation of the payments and expenditures, in an amount not to exceed \$40,269.

Food Van: In full consideration of the services provided by the Contractor pursuant to the Agreement, County shall pay the Contractor with a reconciliation of the payments and expenditures, in an amount not to exceed \$12,367.

Carpeting for Client Services Facility: In full consideration of the services provided by the Contractor pursuant to the Agreement, County shall pay the Contractor with a reconciliation of the payments and expenditures, in an amount not to exceed \$2,400.

Carpeting for Education Center: In full consideration of the services provided by the Contractor pursuant to the Agreement, County shall pay the Contractor with a reconciliation of the payments and expenditures, in an amount not to exceed \$5,500.

Medical Equipment: In full consideration of the services provided by the Contractor pursuant to the Agreement, County shall pay the Contractor with a reconciliation of the payments and expenditures, in an amount not to exceed \$14,413.

Client Outreach Campaign: In full consideration of the services provided by the Contractor pursuant to the Agreement, County shall pay the Contractor with a reconciliation of the payments and expenditures, in an amount not to exceed \$15,000.

Family Kitchen Equipment: In full consideration of the services provided by the Contractor pursuant to the Agreement, County shall pay the Contractor with a reconciliation of the payments and expenditures, in an amount not to exceed \$12,500.

Office Equipment: In full consideration of the services provided by the Contractor pursuant to the Agreement, County shall pay the Contractor with a reconciliation of the payments and expenditures, in an amount not to exceed \$15,884.

Clothes Closet Renovations: In full consideration of the services provided by the Contractor pursuant to the Agreement, County shall pay the Contractor with a reconciliation of the payments and expenditures, in an amount not to exceed \$25,000.

The County shall pay the Contractor within thirty (30) working days following receipt of invoice at the rate of payment set forth above, along with a report showing that the activities described in Exhibit A are occurring as anticipated.

All other terms and conditions of the above said agreement 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: _____
Michael D. Nevin, President
Board of Supervisors, County of San Mateo

Date: _____

Attest:

Clerk of Said Board

Date: _____

CONTRACTOR:

SAMARITAN HOUSE

By: Jonah Gensler
Signature

Associate Director
Position or Title

JONAH GENSLER
Printed Name

Date: 4/10/01

TAX ID # 23-7416272

MEMORANDUM

DATE: June 15, 2000
TO: Priscilla Harris Morse, Risk Management
FROM: Norman Pascoe, HCD Specialist, Office of Housing
FAX 802-5049 PONY HSA 209
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Samaritan House

DUTIES (SPECIFIC): Core Services Agency

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	<u>\$ 1m/2m</u>	<u>✓</u>	<u> </u>	<u> </u>
Motor Vehicle Liability	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
Professional Liability	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Worker's Compensation	<u>\$ 1m</u>	<u>✓</u>	<u> </u>	<u> </u>

REMARKS/COMMENTS:

Please approve attached certificates of insurance.

Priscilla Morse
RISK MANAGEMENT SIGNATURE

PONY EPS 163 SUBMIT TO RISK MANAGEMENT OR FAX 363-4864

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
03/29/2001

PRODUCER (650)341-4484 FAX (650)341-4465
Business Professional Ins. Assoc. Inc.
19 South B Street
San Mateo, CA 94402

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED Samaritan House
401 N. Humboldt Street
San Mateo, CA 94401

INSURER A: NIAC
INSURER B: Safety National
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	2001-02280 NPO	03/02/2001	03/02/2002	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A	AUTOMOBILE LIABILITY	2001-02280 NPO	03/02/2001	03/02/2002	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
A	EXCESS LIABILITY	2001-02280 UMB	03/02/2001	03/02/2002	EACH OCCURRENCE	\$ 3,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 3,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	PR8369	10/01/2000	10/01/2001	WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
All California Operations

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

San Mateo County
C/O Office of the Homeless
Attn: Norman Pascoe
262 Harbor Blvd., Bldg A
Belmont, CA 94002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Peter Kelly

Peter Kelly

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