



COUNTY OF SAN MATEO
HUMAN SERVICES AGENCY
OFFICE OF HOUSING

DATE: June 11, 2001
HEARING DATE: June 26, 2001

TO: Honorable Board of Supervisors

FROM: Maureen D. Borland, Director, Human Services Agency
Steve Cervantes, Director, Office of Housing  

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO AN AGREEMENT WITH EPISCOPAL CHARITIES FOR OPERATION OF THE ROTATING CHURCH SHELTER PROGRAM

RECOMMENDATION

Adopt a resolution authorizing execution of a second amendment to agreement with Episcopal Charities/Interfaith Hospitality Network (IHN) for operation of the Rotating Church Shelter Program.

BACKGROUND

The Rotating Church Shelter Program provides shelter for three to five families per night at designated congregations. A Day Center facility provides support services including case management, computer access, phones, showers, laundry facilities, storage facilities and parking if needed. The Day Center, located at 1720 El Camino Real in Burlingame, is open from 7am to 6pm.

The three to five families arrive at the host congregation at 6pm and are greeted with a warm dinner. There are activities for the children after dinner until their bedtime. Each congregation provides overnight volunteers to be with their guests. The guests have breakfast in the morning and leave the congregation by 7am.

The term of the original agreement was from April 1, 2000 through December 31, 2000 and was for the amount of \$52,500. The first amendment executed on January 19, 2001 extended the term through June 30, 2001 and added \$13,375 to the agreement, bringing the total to \$65,875.

DISCUSSION

The second amendment extends the term of the agreement through June 30, 2002 and adds another \$65,000 to the total contract amount.

PERFORMANCE GOALS

Contractor will meet the following performance measures for Fiscal Year 2001-2002:

Performance Measure	Actual 1/1/01 - 3/31/01	Goal for FY01-02
● Rotating Church Shelter Program - Number of Individuals Served	28	100

Note: Due to delays in receiving sign-off by the City of Burlingame, the program did not start until January 2001.

This second amendment to the agreement has been approved as to form by the County Counsel's Office. Risk Management has reviewed and approved the contractor's insurance coverage.

The term of the amended agreement is from April 1, 2000 through June 30, 2002. The additional \$65,000, funded in full with TANF Incentive fund, increases the total agreement to \$130,875. There is no net County cost impact associated with this agreement.

*Norman Pascoe, HCD Specialist
Center on Homelessness
Office of Housing, ext. 5008*

RESOLUTION NO. _____

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

* * * * *

**RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO AN
AGREEMENT WITH EPISCOPAL CHARITIES FOR OPERATION OF THE
ROTATING CHURCH SHELTER PROGRAM**

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-C221 with Episcopal Charities on June 9, 2000; amended on January 19, 2001 to extend the date through June 30, 2001; and

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-C221 BETWEEN
SAN MATEO COUNTY
HUMAN SERVICES AGENCY
OFFICE OF HOUSING
AND
EPISCOPAL CHARITIES
FOR OPERATION OF THE
ROTATING CHURCH SHELTER PROGRAM**

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

**AMENDMENT TO AGREEMENT 71000-00-C221 BETWEEN
SAN MATEO COUNTY HUMAN SERVICES AGENCY OFFICE OF HOUSING
AND EPISCOPAL CHARITIES FOR OPERATION OF THE
ROTATING CHURCH SHELTER PROGRAM**

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 Episcopal Charities, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, County and Contractor entered into an Agreement, number 71000-00-C221, dated June 29, 2000, amended on January 19, 2001 to extend the date through June 30, 2001; and

WHEREAS, County and Contractor desire to again amend said Agreement;

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

Section 4.A. is 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 \$130,875.

The following language is 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.

Section 15 which refers to Agreement terms will now be labeled as Section 16 and is replaced and shall now read as follows:

Term of the Agreement. Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from April 1, 2000 to June 30, 2002.

This Agreement may be terminated by Contractor, Director of the Human Services Agency or her designee at any time upon sixty (60) days written notice to the other party.

The following language is added to the end of Exhibit A:

Some of the contract funding may be applied to the rehabilitation costs of the program's Day Center, located at 1720 El Camino Real in Burlingame.

Exhibit B is replaced and shall now read as follows:

In full consideration of the services provided by the Contractor pursuant to this Agreement, County shall pay the Contractor on a reimbursement basis with a reconciliation of the payments and expenditures, in an amount not to exceed \$130,875.

The County shall pay the Contractor within thirty (30) working days following receipt of invoice for program expenses as per Exhibit A of this Agreement.

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: _____

EPISCOPAL CHARITIES

By: Henry K. Nourse
Signature

C.O.O.
Position or Title

Henry K. Nourse
Printed Name

Date: May 30, 2001

Tax ID #: 94-3345498

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/31/2001

PRODUCER (800)344-1760
PHILADELPHIA INSURANCE COMPANIES
300 CLAYTON ROAD, SUITE 630
CONCORD, CA 94520

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
SAN MATEO COUNTY INTERFAITH
HOSPITALITY NETWORK
2855 TELEGRAPH DRIVE, SUITE 517
BERKELEY, CA 94705

INSURER A: PHILADELPHIA INDEMNITY INSURANCE COMPANY
INSURER B:
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, IT 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIAB.	PHPK005065	05/19/2001	06/19/2002	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					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
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED IN RESPECT TO BEING A FUNDING SOURCE PER FORM CG2005.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: A

SAN MATEO COUNTY OFFICE OF HOUSING
262 HARBOR BLVD.
BELMONT, CA 94002
ATTN: NORMAN PASCOE

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
[Signature] 05/31/01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization

San Mateo County Office of Housing
262 Harbor Blvd.
Belmont, CA 94002

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. WHO IS INSURED (Section 'II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/29/200

PRODUCER (925)686-2860 (925)686-6118
West Callaway
Lic. #083315
395 Civic Drive Suite C
F sant Hill, CA 94523

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 San Mateo County Interfaith Hospitality
3900 Aveniga Ge Las Pulgas
San Mateo, CA 94003

INSURER A: State Compensation Ins Fund
INSURER B:
INSURER C:
INSURER D:
INSURER E:

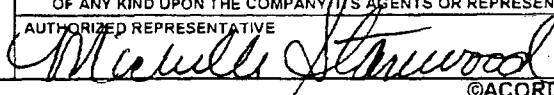
COVERAGES

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	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COM/OP AGG	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	161990401	03/12/2001	03/12/2002	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 1,000, E.L. DISEASE - EA EMPLOYEE \$ 1,000, E.L. DISEASE - POLICY LIMIT \$ 1,000,
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Certificate of Insurance.

TEN DAYS NOTICE WILL BE GIVEN IF THIS POLICY IS CANCELLED FOR NON PAYMENT

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
The County of San Mateo Office of Housing Norman Pascoe 262 Harbor Blvd Belmont, CA 94002		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> 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 

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: San Mateo County Interfaith Hospitality Net
Contact Person: Diana Linn
Address: 1720 Cl Camino Real #7
Burlingame, CA 94010
Phone Number: 650-652-1100 Fax Number: 650-652-1105

II Employees

Does the Contractor have any employees? Yes No
Does the Contractor provide benefits to spouses of employees? Yes No

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 24 day of May, 2001 at Burlingame, CA
(City) (State)

Diana Linn
Signature

Diana Linn
Name (please print)

Director
Title

94-3356735
Contractor Tax Identification Number