



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
Health System



**DATE:** June 24, 2011  
**BOARD MEETING DATE:** July 26, 2011  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Jean S. Fraser, Chief, Health System  
Lisa Mancini, Director, Aging and Adult Services

**SUBJECT:** Amendment to the Agreement with Crime Scene Cleaners, Inc.

**RECOMMENDATION:**

Adopt a Resolution authorizing the President of the Board to execute an Amendment to the Agreement with Crime Scene Cleaners, Inc., to provide specialized residential cleaning for the Public Guardian and Public Administrator programs for the term July 1, 2010 through June 30, 2013, increasing funding by \$110,000 for a new maximum obligation of \$350,000

**BACKGROUND:**

Crime Scene Cleaners, Inc. participated in and was selected through a Request for Proposals process completed in February 2010 for specialized residential clean-up services for the Public Guardian (PG) program for the term July 1, 2010 through June 30, 2013. Cleaning services include removal of animal and human waste; gross (major) scrubbing, washing and cleaning; hauling of debris and elements deemed hazardous to the community; searching for specific items of value; inventorying items removed; and assessing any possible necessary repairs.

The Aging and Adult Services (AAS) PG program serves frail elderly, physically disabled and mentally disabled residents who are substantially unable to provide for their own personal needs of health, food, clothing, or shelter and/or are unable to manage their financial resources or resist fraud or undue influence.

On May 25, 2010, your Board authorized Resolution 70782 approving the agreement with Crime Scene Cleaners Inc., for the provision of property cleaning services to conserved clients of the PG in the amount of \$240,000 for the term July 1, 2010 through June 30, 2013.

On May 24, 2011, your Board adopted Ordinance 04571 transferring the duties of the Public Administrator (PA) from the District Attorney to the Chief of the Health System

beginning July 1, 2011. The PA and the PG programs will be in AAS and share similar responsibilities of marshalling and protecting assets, collecting all income due, paying all just debts, and representing or arranging representation in all legal matters.

**DISCUSSION:**

Due to the circumstances under which the PG and PA receive cases, there is often the need to clean out a client's or decedent's real property. The majority of these houses are then sold to obtain necessary funds for the care of the conservatee or for appropriate disbursement of decedent's assets.

Approval of this Amendment would allow Crime Scene Cleaners, Inc., to continue to provide specialized cleaning services for the conserved clients of the PG and also include the real properties of the PA.

The Amendment and Resolution have been reviewed and approved by County Counsel as to form and content.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

This Amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by allowing PG and PA staff to optimize the management of assets through cleaning and clearing debris and personal property from real property. It is anticipated that 99% of PG cases will result in no fiduciary claims.

**Performance Measure:**

<b>Measure</b>	<b>FY 2010-11 Estimate</b>	<b>FY 2011-12 Projected</b>
Percentage of cases managed by the Public Guardian in which no fiduciary claims were filed against the Aging and Adult Services Division	99%	99%

**FISCAL IMPACT:**

There is no change to the term of the Agreement, July 1, 2010 through June 30, 2013. The maximum fiscal obligation is increased from \$240,000 to \$350,000 for the three-year term. The total amount for FY 2011-12 is \$135,000. These funds have been included in the AAS FY 2011-12 Recommended Budget. Fees are reimbursed directly from PG and PA estate assets. There is no Net County Cost associated with this action.

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

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH CRIME SCENE CLEANERS, INC., TO PROVIDE SPECIALIZED RESIDENTIAL CLEANING FOR THE PUBLIC GUARDIAN AND PUBLIC ADMINISTRATOR PROGRAMS FOR THE TERM JULY 1, 2010 THROUGH JUNE 30, 2013, INCREASING THE FUNDING BY \$110,000 FOR A NEW MAXIMUM OBLIGATION OF \$350,000**

---

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

**WHEREAS**, the Aging and Adult Services Division (AAS) provides a Public Guardian(PG)/Conservatorship Program, which serves frail elderly, physically disabled and mentally disabled residents who are substantially unable to provide for their own personal needs of health, food, clothing or shelter and/or are unable to manage financial resources or resist fraud or undue influence; and

**WHEREAS**, in February 2010 AAS conducted a Request for Proposals for specialized residential clean-up services for the term July 1, 2010 through June 30, 2013, whereby Crime Scene Cleaners, Inc. was recommended by the evaluation committee; and

**WHEREAS**, on May 25, 2010, this Board adopted Resolution 70782 authorizing an Agreement with Crime Scene Cleaners, Inc., for the provision for

property cleaning services for conserved clients of the PG for the term July 1, 2010 through June 30, 2013, with the maximum obligation of \$240,000; and

**WHEREAS**, on May 24, 2011, this Board adopted Ordinance 04571 transferring the duties of the Public Administrator (PA) from the District Attorney to the Chief of the Health System whereby the PA will reside in AAS effective July 1, 2011; and

**WHEREAS**, the PG and PA share similar responsibilities of marshalling and protecting assets, collecting all income due, paying all just debts, and representing or arranging representation in all legal matters for their clients and estates; and

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance an Amendment to the Agreement, reference to which is hereby made for further particulars, whereby Crime Scene Cleaners, Inc. shall provide specialized cleaning services for PG and PA clients' real property; and

**WHEREAS** both parties now wish to enter into said Amendment increasing the maximum fiscal obligation from \$240,000 to \$350,000 with no change to the term of July 1, 2010 through June 30, 2013; and

**WHEREAS**, this Board of Supervisors has examined the Amendment and approved it as to both form and content.

**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 with Crime Scene Cleaners, Inc., for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

\* \* \* \* \*

**AMENDMENT ONE TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
CRIME SCENE CLEANERS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CRIME SCENE CLEANERS, 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 property cleaning services to conservatee clients of the Public Guardian; and

WHEREAS, the parties wish to amend the Agreement to include the Public Administrator program and increase the total obligation from \$240,000 to \$350,000.

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

1. Section 3 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 – Services (June 7, 2011), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B – Payments and Rates (June 7, 2011). The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000).

2. Exhibit A – Services of the original Agreement is deleted and replaced and incorporated herein as Exhibit A – Services (June 7, 2011) as attached.
3. Exhibit B – Payments and Rates of the original Agreement is deleted and replaced and incorporated herein as Exhibit B– Payments and Rates (June 7, 2011) as attached.

**4. All other terms and conditions of the Agreement dated May 25, 2010, 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

CRIME SCENE CLEANERS, INC.

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_

## Exhibit A – Services (June 7, 2011)

In consideration of the payments set forth in Exhibit B – Payments and Rates (June 7, 2011), Contractor shall provide the following services:

- A. Contractor shall provide rapid response with immediate scheduling ability. Due to the type of clientele and the circumstances under which the Public Guardian/Public Administrator (PG/PA) receives cases, sometimes the PG/PA will require initiation of these services within forty-eight (48) hours of request. Should the situation be an immediate hazard, necessary response time may be decreased to twenty-four (24) hours. Smaller cleaning jobs that do not involve hazardous or emergency situations will require less stringent timelines;
- B. Contractor shall clean rodent and flea-infested, feces-damaged houses;
- C. Contractor shall remove animal and human waste from the site;
- D. Contractor shall provide yard cleaning and hauling (may include trimming trees, fence repairs, etc.);
- E. Contractor shall provide services that include cleaning out refrigerators, bathrooms and kitchens, carpet removal, boarding windows, etc.;
- F. Contractor shall identify and protect items of value, e.g., antiques, collectibles, and other sellable items. All other items are to be disposed of;
- G. Contractor shall provide both gross cleaning, major scrubbing and washing services, as well as more general surface house cleaning services (e.g., those needed to prepare a house for sale);
- H. Contractor shall a) use a standard and detailed estimate format with itemized estimates for each job; b) use the contractor's own equipment for each job (i.e., equipment needs are the responsibility of the contractor, and rental or purchase of equipment is not to be part of the bid; the only exception is the rental of a debris box); and c) provide a detailed invoice that includes actual costs directly correlated to the accepted estimate;
- I. Contractor shall provide a written estimate that lists the specific task categories and that summarizes the cost by crew hours (a crew is defined as five workers and one supervisor), and any other additional costs (e.g., debris box). A beginning and ending date will be part of the estimate. Estimates must be accepted by the County prior to the commencement of work on any house. Upon acceptance of the estimate, any job order changes will require agreement by the County and written approval prior to billing;
- J. Billings must be in compliance with Court accounting policy and principles; and
- K. Contractor shall meet County staff at the work site for an initial walk-through and an assessment of specifics relevant to each job assignment, as well as a walk-through upon completion of the assignment.



Exhibit B – Payments and Rates (June 7, 2011)

In consideration of the services provided by Contractor in Exhibit A – Services (June 7, 2011), County shall pay Contractor based on the following fee schedule:

Contractor will be paid \$123 per crew hour. A crew is defined as five (5) workers and one (1) supervisor.

In any event, the maximum amount to be paid for all services as described above and other related pre-approved expenses shall not exceed THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) for the term July 1, 2010 through June 30, 2013.