



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Services Agency



DATE: February 27, 2012
BOARD MEETING DATE: March 27, 2012
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Beverly Beasley Johnson, J.D., Director, Human Services Agency

SUBJECT: Third Amendment to the Agreement with Kate Bristol Consulting Services

RECOMMENDATION:

Adopt a Resolution authorizing the:

- A. President of the Board to execute a Third Amendment to the Agreement with Kate Bristol Consulting to continue to provide Consulting Services, the term remains the same, August 15, 2010 through June 30, 2013, increasing the amount by \$30,000 to \$130,000; \$25,000 is Net County Cost; and
- B. Director of the Human Services Agency (HSA) or the Director's designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

BACKGROUND:

On October 19, 2011, the County Manager's Office approved Change Order No. 2 to the Agreement Number 75100-11-C061 with Kate Bristol Consulting, which modified the Scope of Work to include development of a Community Services Block Grant (CSBG) Implementation plan and increased the total obligation of the Agreement by \$15,000 to \$100,000.

Since 2004, HSA has been contracting with Kate Bristol Consulting for technical assistance for the Continuum of Care (CoC) grant planning and application development process, assistance with the planning and development of the 10 -Year Plan to end homelessness in San Mateo County (Housing Our People Effectively - HOPE plan), development of plans for and participation in the Biannual One Day Homeless Census and Survey, development of other funding applications such as CSBG.

DISCUSSION:

This \$30,000 Amendment will enable the contractor to prepare a CSBG Two Year Action Plan, as required by the State Department of Community Services and Development (CSD); prepare a community needs assessment, governance structure and funding opportunities for the Community Action Agency (CAA) Board; develop plans and provide technical assistance to CoC in accordance with the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH); provide technical assistance and data analysis for the Biannual One Day Homeless Census and Survey; and prepare One Day Homeless Census and Survey documents and Final Report.

The Contractors have 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. County Counsel has reviewed and approved the Amendment and the Resolution as to form.

Approval of this Amendment contributes to the Shared Vision 2025 outcome of a Prosperous Community by providing necessary grants and data to generate and allocate services to vulnerable population of San Mateo County including homeless individuals and families, senior citizens and disabled clients.

Performance Measure(s):

Measure	FY 2011-12 Projected	FY 2012-13 Projected
CSBG Grant expectations for San Mateo County through technical support	\$382,439	\$371,846
CoC Grant expectations for San Mateo County through technical support	\$5,895,450	\$5,900,000

FISCAL IMPACT:

The term of the Agreement remains the same, August 15, 2010 through June 30, 2013. Approval of this Amendment increases the contract amount by \$30,000, of which \$5,000 is funded by CSBG funds and \$20,000 is Net County Cost for FY 2011-2012, and \$5,000 is Net County Cost for FY 2012-13. This appropriation has been included in the FY 2011-2012 Adopted Budget and will be included in the FY 2012-13 Recommended Budget.

RESOLUTION NO. _____

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

*** * * * ***

RESOLUTION AUTHORIZING THE (A) PRESIDENT OF THE BOARD TO EXECUTE A THIRD AMENDMENT TO THE AGREEMENT WITH KATE BRISTOL CONSULTING TO CONTINUE TO PROVIDE CONSULTING SERVICES, THE TERM REMAINS THE SAME, AUGUST 15, 2010 THROUGH JUNE 30, 2013, INCREASING THE AMOUNT BY \$30,000 TO \$130,000; \$25,000 IS NET COUNTY COST; AND (B) DIRECTOR OF THE HUMAN SERVICES AGENCY (HSA) OR THE DIRECTOR'S DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS.

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

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, On June 28, 2010, the parties entered into an Agreement for Consulting Services for the preparation of the HUD Homeless Continuum of Care (CoC) Application in the amount of \$45,000; and

WHEREAS, On May 23, 2011, the parties amended the Agreement to extend the term by one year to June 30, 2013, and added funding in the amount of \$45,000 for a total Agreement amount of \$85,000; and

WHEREAS, On October 19, 2011, the parties amended the Agreement a

second time for Consulting Services for technical support for Community Services Block Grant (CSBG) and added funding in the amount of \$15,000 for a total Agreement amount of \$100,000; and

WHEREAS, the parties wish to further amend the Agreement to continue to provide Consulting Services for CSBG and add funding in the amount of \$30,000 for a total Agreement amount of \$130,000; and

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that

A. The President of this Board of Supervisors be, and is hereby, authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto; and

B. The Director of the Human Services Agency or the Director's designee shall be authorized to execute subsequent amendments and minor modification which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions under the Agreement.

* * * * *

**THIRD AMENDMENT TO THE AGREEMENT
BETWEEN
THE COUNTY OF SAN MATEO
AND
KATE BRISTOL CONSULTING**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and KATE BRISTOL CONSULTING, 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 Consulting Services for the preparation of the HUD Homeless CoC Application on June 28, 2010, in the amount of \$45,000; and

WHEREAS, the parties amended the Agreement to extend the term by one year to June 30, 2013, and added funding in the amount of \$40,000 for a total Agreement amount of \$85,000.

WHEREAS, the parties amend the Agreement a second time for Consulting Services for technical support for Community Services Block Grant (CSBG) and added funding in the amount of \$15,000 for a total Agreement amount of \$100,000.

WHEREAS, the parties wish to further amend the Agreement to continue to provide Consulting Services for CSBG and add funding in the amount of \$30,000 for a total Agreement amount of \$130,000.

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

1. Section 3 – Payments - of the Agreement is amended to read as follows:

Payments - In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibits "A", A1 and A2, County shall make payment to Contractor in the manner specified herein and in Exhibit B1 and B2. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. 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 total payment for services under this Agreement exceed One Hundred Thirty Thousand Dollars, (\$130,000).

2. **Exhibit A2 – Program/Project Description - is added to the Agreement.**
See Attached
3. **Exhibit B2 – Payments – is added to the Agreement.**
See Attached
4. **Attachment I – Contractor’s Declaration Form – is added to the Agreement.**
See Attached
5. **Attachment II – 504 Compliance Form – is added to the Agreement.**
See Attached
6. **All other terms and conditions of the Agreement dated June 28, 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

KATE BRISTOL CONSULTING

Contractor’s Signature

Date: _____

Exhibit A2
Program/Project Description

Kate Bristol Consulting
Consulting Services
FY 2012-2013

In consideration of payments provided for in this Amendment Number 3, Contractor shall, under the general direction of the Director of the Human Services Agency or the Director's designee, provide services as described below:

For FY 11-12:

A. Provide technical assistance for the Community Services Block Grant (CSBG) as below:

- Prepare CSBG Two Year Action Plan;
- Prepare community needs assessment, governance structure and funding opportunities for the Community Action Agency Board (CAAB);
- Develop materials for Public Forums such as: Community Information Profile, CAAB Vision and Mission Statement, Progress Report and educational resources to educate the public; and
- Grant Writing.

B. Provide technical assistance for One Day Homeless Census and Survey, and Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH) as below:

- Develop plans and provide technical assistance to Continuum of Care (CoC) in accordance to the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH) in order to be in compliance with the new act and legislative changes.
- Provide TA and data analysis for Biannual One Day Homeless Census and Survey
- Prepare One Day Homeless Census and Survey documents and Final Report
- Other technical tasks as needed

For FY 12-13:

- Provide additional tasks and technical support for the FY 12-13 CSBG as necessary.

Contractor may also provide the following items as needed:

- Grant Writing and Support
- Strategic Planning
- Research and Evaluation

Exhibit B2
Payments

Kate Bristol Consulting
Consulting Services FY 2012-2013

In full consideration of the services provided by the Contractor pursuant to this Agreement, the County shall pay the Contractor based on an hourly rate of \$130.00 per hour. Monthly invoices will be subject to approval by the Director of Human Services Agency or her/his designee and the Manager of Center on Homelessness (Wendy Goldberg). Billing hours will be based on activities listed in the Exhibit A2 (Program/Project Description). The term of this Agreement is August 15, 2010 to June 30, 2013. The payments for this Amendment are as below:

- For FY 11-12 under item "A" services, contractor shall receive \$5,000 for the CSBG. All invoices for this section must be submitted separately;
- For FY 11-12 under item "B" services, contractor shall receive \$20,000; and
- For FY 12-13 Contractor shall receive \$5,000 for additional CSBG projects.

This third Amendment adds total of \$30,000 to Contracts. In no event shall the total payments to Contractor for this Agreement exceed \$130,000 for the term of 8/15/10 – 6/30/13.

The Contractor shall submit invoices within 30 days of the end of the service month, and the County shall pay the invoices within 20 working days following receipt of invoice and detailed service log.

County may terminate this Agreement or a portion of the services referred to in Exhibits A1 and A2, based upon availability of federal, state, or County funds by providing a thirty (30) day written notice to Contractor. The County reserves the right to withhold payment(s) if the County determines that the quantity or quality of the work performed is unacceptable.

**Attachment I
County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Kate Bristol Consulting	Phone:	(510) 465-2650
Contact Person:	Kate Bristol	Fax:	(510) 655-1095
Address:	4025 Webster Street Oakland, CA 94609		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- ☐ Contractor complies with the County's Equal Benefits Ordinance by:
- ☐ offering equal benefits to employees with spouses and employees with domestic partners.
 - ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☐ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- ☐ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ the contract is for \$100,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

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.

Signature

Name

Date

Title

ATTACHMENT II

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."