



ITEM NO. 8

*STAFF REPORT*

*CITY OF OCEANSIDE*

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DATE: January 6, 2010

TO: Honorable Mayor and City Council Members

FROM: Police Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH NORTH COUNTY LIFELINE FOR GANG PREVENTION/ INTERVENTION PROGRAMS, FUNDED THROUGH \$400,000 FY 09- FY 10 CALIFORNIA EMERGENCY MANAGEMENT AGENCY, GANG REDUCTION, INTERVENTION AND PREVENTION GRANT AWARDED TO THE CITY OF OCEANSIDE**

**SYNOPSIS**

Staff recommends that the City Council approve a Professional Services Agreement with North County Lifeline (NCLL) in the amount of \$186,062 for gang prevention/intervention programs funded through the \$400,000 California Emergency Management Agency, Gang Reduction, Intervention and Prevention (CalGRIP) Grant awarded to the City of Oceanside for the Oceanside Gang Reduction, Intervention and Prevention Program; and, authorize the City Manager to execute the agreement. The allocation of grant funding was approved at the time the grant was accepted by Council.

**BACKGROUND**

The Oceanside Police Department (OPD), as lead agency, has partnered with the Oceanside Unified School District (OUSD), to identify at risk and in risk juveniles and provide them and their families with resources to avoid or cease gang involvement. North County Lifeline will provide counseling and mentoring services.

In November 2008, the Oceanside Police Department submitted a grant proposal to the Governor's Office of Emergency Services that requested funding for overtime for police officers for intervention and enforcement operations targeting truant students from the Oceanside Unified School District middle and high schools. The grant application requested funding for counseling and mentoring services by North County Lifeline. The grant will fund these services through March, 2011.

**ANALYSIS**

The Oceanside Truancy Project will seek to reduce youth involvement in gangs by reducing truancy at Oceanside middle and high schools, particularly those serving our most gang-impacted neighborhoods. Truancy has been clearly identified as one of the early warning signs that youth are potentially headed for delinquent activities, social isolation or educational failure.

The Oceanside Truancy Project will increase the case management capability of North County Lifeline to work with youth and family members identified through the increased truancy-prevention events funded through this grant. Funding will pay for staffing for three different types of services: the Truancy Intervention Program (TIP); Gang Early Intervention/Prevention Services (TOP or Targeted Outreach Program); and Parenting Difficult Teens groups. The goal is to provide services to 50 at-risk youth and their parents in each grant year.

### **FISCAL IMPACT**

The duration of this Professional Services Agreement (PSA) is concurrent with the duration of the CalGRIP Grant funding, ending in March 2011. North County Lifeline (NCLL) will receive funding up to \$186,062 for services rendered in the course of this PSA. Funding for the PSA is available in the CalGRIP account 917447700272.5395.

### **COMMISSION OR COMMITTEE REPORT**

The Police and Fire Commission will be notified of this resolution when the next meeting is convened on January 21, 2010 as there was not a Commission Meeting in December.

### **CITY ATTORNEY'S ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form.

**RECOMMENDATION**

Staff recommends the City Council approve a Professional Services Agreement with North County Lifeline in the amount of \$186,062 for gang prevention/intervention programs funded through the \$400,000 California Emergency Management Agency, Gang Reduction, Intervention and Prevention (CalGRIP) Grant awarded to the City of Oceanside for the Oceanside Gang Reduction, Intervention and Prevention Program; and, authorize the City Manager to execute the agreement

PREPARED BY:

  
\_\_\_\_\_  
Sean Marchand  
Sergeant  
Oceanside Police Department

SUBMITTED BY:

  
\_\_\_\_\_  
Peter A. Weiss  
City Manager

**REVIEWED BY**

Michelle Skaggs-Lawrence, Deputy City Manager  
Frank McCoy, Police Chief  
Teri Ferro, Financial Services Director  
Margery Pierce, Neighborhood Services Director

  
  
&  
  
\_\_\_\_\_  
R. Simpson, for  
MP

**EXHIBITS/ATTACHMENTS**

Proposed PSA between the City of Oceanside and North County Lifeline

**CITY OF OCEANSIDE**

**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: OCEANSIDE GANG REDUCTION INTERVENTION & PREVENTION PROGRAM**

THIS AGREEMENT is made and entered into this 1st day of OCTOBER, 2009, by and between the **CITY OF OCEANSIDE**, a municipal corporation, hereinafter designated as "CITY", and **NORTH COUNTY LIFELINE** hereinafter designated as "CONSULTANT."

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **SCOPE OF WORK.** The project is more particularly described in Attachment A, attached hereto and incorporated herein by reference.

Implement truancy intervention and gang prevention programs from October 1, 2009 through March 31, 2011 serving youth ages of 6 to 17 years old at risk of gang involvement and juvenile delinquency.

2. **INDEPENDENT CONTRACTOR.** CONSULTANT's relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Director of Neighborhood Services. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

3. **NONDISCRIMINATION POLICY**

- 3.1 CONSULTANT shall not on the ground of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance exclude any person from participation in, deny any person the benefits of, or subject any person to discrimination under any program or activity funded in whole or in part with City funds.

- 3.2 CONSULTANT shall not under any program or activity funded in whole or in part with City funds, on the ground of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance:

- 3.2.a Deny any facilities, services, financial aid or other benefits;

- 3.2.b Provide any facilities, services, financial aid or other benefits that are different or are provided in a different form from that provided to others;

- 3.2.c Subject to segregated or separate treatment in any facility in, or in any matter of

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- process related to receipt of any service or benefit;
- 3.2.d** Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits;
- 3.2.e** Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition, which the individual must meet in order to be provided any facilities, services or other benefit;
- 3.2.f** Deny an opportunity to participate in a program or activity as an employee.
- 3.3** Notwithstanding anything to the contrary in Sections 3.1-3.2, nothing contained herein shall be construed to prohibit any CONSULTANT from maintaining or constructing rest room facilities for the different sexes. Furthermore, selectivity on the basis of sex is not prohibited when institutional or custodial services can properly be performed only by a member of the same sex as the recipients of the services.
- 3.4** CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. CONSULTANT shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 4. WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
- 5. LIABILITY INSURANCE.**
- 5.1.** CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

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**5.2** CONSULTANT shall maintain liability insurance in the following minimum limits:

Commercial General Liability Insurance  
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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**5.3** If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract.

**5.4** All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

**5.5** All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

**5.6** All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

**5.7** CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

**5.8** CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.

**5.9** Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in

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no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors, omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of **\$186,062** as referenced in the Project Budget attached hereto as Attachment B and incorporated herein by reference. Consultant shall provide an itemized invoice for payment by City on a monthly basis. Invoices shall be submitted to the Oceanside Police Department by the 10<sup>th</sup> of the month for the prior month's billable services. Unless otherwise noted, please send the invoices to the attention of Program Specialist Linda Wood. All items on the invoice shall be for costs incurred under the project Scope of Work and identified in the Project Budget. Consultant's Executive Director shall sign the payment request form, or shall submit a letter to City designating another person who is authorized to sign the invoice.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City Manager. CONSULTANT shall obtain approval by the City Manager prior to performing any work, which results in incidental expenses to CITY.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY no later than June 30, 2011.
9. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
10. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and

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enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

- 11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
- 12. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

NORTH COUNTY LIFELINE

CITY OF OCEANSIDE

By: \_\_\_\_\_  
Donald Stump/Executive Director

By: \_\_\_\_\_  
Peter A. Weiss, City Manager

By: \_\_\_\_\_  
Frank McCoy, Chief of Police  
Oceanside Police Department

APPROVED AS TO FORM:  
By: \_\_\_\_\_  
John Mullen/City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

## OCEANSIDE GANG REDUCTION INTERVENTION & PREVENTION PROGRAM

### ATTACHMENT A SCOPE OF WORK

This Operational Agreement stands as evidence that the **City of Oceanside** and **North County Lifeline** intend to work together toward the mutual goal of providing maximum available assistance to the City of Oceanside in meeting the Gang Reduction Intervention and Prevention (GRIP) program goals and objectives. Both agencies believe that implementation of the Oceanside GRIP Program for Cities application, as described herein, will further this goal. To this end, each agency agrees to participate in the program, if selected for funding, by coordinating/providing the following services:

The City of Oceanside Gang Reduction Intervention and Prevention (GRIP) Program for Cities project will closely coordinate the following services with North County Lifeline through:

- Project staff being readily available to North County Lifeline for service provision through overall project management, program coordination and financial management of the grant.
- Regularly scheduled meetings at least monthly between the City's project manager and operational staff of North County Lifeline to discuss strategies, timetables and implementation of mandated services.
- North County Lifeline will provide an in-kind match of \$33,489 in the form of the budget for existing and ongoing North County Lifeline case management services of the Community Assessment Team allowed as match for this grant. North County Lifeline will provide the following grant services which are more fully detailed in the grant application program description:
  - Hire a 0.5 FTE Truancy Specialist and a 1.0 FTE Gang Specialist to provide three different types of services: 1) Truancy Intervention Program (TIP) to serve OPD and Schools; 2) Gang Early Intervention/Intervention Services (TOP or Targeted Outreach Program) and the commensurate operating costs to support their activities; and 3) Parenting Difficult Teens groups. Lifeline expects to provide services to up to 50 youth and their parents identified as being at high risk of gang involvement.