



**DATE:** October 4, 2006

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Housing and Neighborhood Services Department

**SUBJECT:** **ACCEPTANCE OF \$100,000 IN GRANT FUNDS FROM THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES AWARDED TO THE CITY OF OCEANSIDE FOR HOMELESS AND RUNAWAY YOUTH SERVICES, AND APPROVAL TO BUDGET THESE FUNDS TO THE NEIGHBORHOOD SERVICES DEPARTMENT; AND APPROVAL OF A ONE-YEAR AGREEMENT WITH THE YMCA OF SAN DIEGO COUNTY IN THE AMOUNT OF \$96,471 FOR OPERATION OF THE OZ NORTH COAST SHELTER**

**SYNOPSIS**

Staff recommends City Council approval to accept \$100,000 in grant funds from the U.S. Department of Health and Human Services awarded to the City of Oceanside for homeless and runaway youth services, and approval to budget these funds to the Neighborhood Services Department; and approval of a one-year agreement with the YMCA of San Diego County in the amount of \$96,471 for operation of the Oz North Coast Youth Shelter for homeless and runaway youth, and authorization for the City Manager to execute the agreement.

**BACKGROUND**

Over the past ten years, the City has been awarded Basic Center grants from the U.S. Department of Health and Human Services (HHS) – Administration for Children and Families. Grant funds have been used to support operation of the YMCA Oz North Coast Shelter in Oceanside for runaway and homeless youth. In 2005, the City was awarded a new three-year Basic Center grant of \$100,000 each year for support of the Project Oz North Coast program. The City has been notified that the grant has been renewed for the period from September 30, 2006, to September 29, 2007, and can be renewed for a subsequent one-year period.

## **ANALYSIS**

The YMCA Oz North Coast Youth Shelter was established in 1975 and has assisted over 3,500 youth in crisis situations. The agreement between the City of Oceanside and the YMCA obligates the YMCA to provide services to runaway and homeless youth and their families, including emergency shelter, food, counseling, and other supportive services. The shelter, located at 205-215 Barnes Street in Oceanside, normally houses 10 youth but can take up to 12 youth ages 12-17. YMCA Oz North Coast also does outreach to homeless and street youth in the North San Diego County Coastal Region in partnership with Vista Community Clinic and Stand Up for Kids – Oceanside. The basic program goal is to provide a safe, secure place for runaway and homeless youth to stay, and to seek family reunification whenever possible. Family counseling is provided both during the time youth are in the shelter and for six months afterwards.

The agreement requires the YMCA to comply with all applicable federal regulations and complete the objectives; the City's responsibility is administration of the grant funds. The Neighborhood Services Department – Housing Division is responsible for grant administration and monitoring of the program. The YMCA submits semiannual program reports to Health and Human Services - Administration for Children and Families and provides copies to the City. The program at Project Oz North Coast was reviewed in March 2005 by monitors from the Administration for Children and Families; the monitoring report included no findings of noncompliance, and commended the YMCA and the City for their partnership.

## **FISCAL IMPACT**

Staff recommends that the City Council accept a grant award in the amount of \$100,000 and transfer these funds to the Health and Human Services Grant account (274.298803.4457). The YMCA of San Diego County will receive \$96,471 (274.298803.5252) for the operation of the Oz North Coast Youth Shelter during the contract period. The City will be compensated \$3,529 (274.298803.5229) for the administration of the HHS grant funds. There is no impact on the General Fund. The grant requires 10 percent matching funds; the match is provided by the in-kind donation of the four buildings housing Project Oz North Coast, which the City owns and leases to the YMCA for the program at \$1.00 per year.

## **COMMISSION OR COMMITTEE REPORT**

The Housing Commission reviewed the HHS grant award and homeless/runaway youth program in Oceanside at their meeting on October 25, 2005, and voted unanimously to recommend that the City Council accept the three-year grant funds and approve the agreement with the YMCA of San Diego for services at Project Oz North Coast.

**INSURANCE**

The City's standard insurance requirements will be met.

**CITY ATTORNEY'S ANALYSIS**

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

**RECOMMENDATION**

Staff recommends City Council approval to accept \$100,000 in grant funds from the U.S. Department of Health and Human Services awarded to the City of Oceanside for homeless and runaway youth services, and approval to budget these funds to the Neighborhood Services Department; and approval of a one-year agreement with the YMCA of San Diego County in the amount of \$96,471 for operation of the Oz North Coast Youth Shelter for homeless and runaway youth, and authorization for the City Manager to execute the agreement.

PREPARED BY:

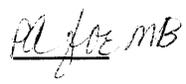
  
\_\_\_\_\_  
John A. Lundblad  
Management Analyst

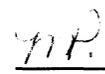
SUBMITTED BY:

  
\_\_\_\_\_  
Barry E. Martin  
Interim City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant to the City Manager 

Mike Blessing, Deputy City Manager / Community Development 

Margery M. Pierce, Neighborhood Services Director 

Nita McKay, Financial Services Director 

Attachments:

1. Financial Assistance Award from U.S. Department of Health and Human Services
2. Agreement with YMCA Oz North Coast

Department of Health and Human Services  
Administration for Children and Families  
Financial Assistance Award (FAA)

SAI NUMBER:

PMS DOCUMENT NUMBER:  
09CY513202

<b>1. AWARDING OFFICE:</b> Region IX Office for Children and Families		<b>2. ASSISTANCE TYPE:</b> Discretionary Grant	<b>3. AWARD NO.:</b> 09CY5132/02	<b>4. AMEND. NO.:</b>
<b>5. TYPE OF AWARD:</b> SERVICE		<b>6. TYPE OF ACTION:</b> Non-competing Continuation		<b>7. AWARD AUTHORITY:</b> 42 USC 5701 ET SEQ.
<b>8. BUDGET PERIOD:</b> 09/30/2006 THRU 09/29/2007		<b>9. PROJECT PERIOD:</b> 09/30/2005 THRU 09/29/2008		<b>10. CAT NO.:</b> 93623 ...
<b>11. RECIPIENT ORGANIZATION:</b> City of Oceanside 300 North Coast Highway Oceanside CA 92054 Steven R. Jepsen, City Manager			<b>12. PROJECT / PROGRAM TITLE:</b> Runaway and Homeless Youth Shelter	
<b>13. COUNTY:</b> SAN DIEGO	<b>14. CONGR. DIST.:</b> 49	<b>15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR:</b> John A Lundblad		

<b>16. APPROVED BUDGET:</b>		<b>17. AWARD COMPUTATION:</b>		
Personnel.....	\$ 65,379	A. NON-FEDERAL SHARE.....	\$ 10,000	9.09 %
Fringe Benefits.....	\$ 16,198	B. FEDERAL SHARE.....	\$ 100,000	90.91 %
Travel.....	\$ 650	<b>18. FEDERAL SHARE COMPUTATION:</b>		
Equipment.....	\$ 0	A. TOTAL FEDERAL SHARE.....	\$ 100,000	
Supplies.....	\$ 2,503	B. UNOBLIGATED BALANCE FEDERAL SHARE.....	\$	
Contractual.....	\$ 0	C. FED. SHARE AWARDED THIS BUDGET PERIOD..	\$ 100,000	
Facilities/Construction.....	\$ 0	<b>19. AMOUNT AWARDED THIS ACTION:</b>		
Other.....	\$ 6,341	\$ 100,000		
Direct Costs.....	\$ 91,071	<b>20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:</b>		
Indirect Costs.....	\$ 8,929	\$ 200,000		
At % of \$		<b>21. AUTHORIZED TREATMENT OF PROGRAM INCOME:</b>		
In Kind Contributions.....	\$ 0	DEDUCTIVE		
Total Approved Budget(**)..	\$ 100,000	<b>22. APPLICANT EIN:</b> 1-951688570-A1	<b>23. PAYEE EIN:</b> 1-951688570-A1	<b>24. OBJECT CLASS:</b> 41.51

**25. FINANCIAL INFORMATION:**

ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED %
R09	09CY513202	75-6-1536	2006 G094224	\$100,000		

**26. REMARKS:** (Continued on separate sheets)

Paid by DHHS Payment Management System (PMS), see attached for payment information.  
This award is subject to HHS regulations codified at 45 CFR 1351.  
Attached are terms and conditions, reporting requirements, and payment instructions.  
Initial expenditure of funds by the grantee constitutes acceptance of this award.  
(\*\*) Reflects only federal share of approved budget.  
This award authorizes \$100,000 for year 2 of your three-year Runaway and Homeless Youth (Basic Center Program) project award. The budget period covered by this award is 9/30/2006 - 9/29/2007.

Submit semi-annual Financial Status Reports and program performance reports together as follows to

<b>27. SIGNATURE - ACF GRANTS OFFICER</b> Martin L. Tom	<b>DATE:</b> 8/1/06	<b>28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY</b> Pearl W. Wong	<b>DATE:</b> 7/13/06
<b>29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S)</b> Michelle L. Weaver, Associate Director, Children & Youth Development Unit		<b>DATE:</b> 7/31/06	

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES  
FINANCIAL ASSISTANCE AWARD

SAI NUMBER:

PMS DOCUMENT NUMBER:  
09CY513202

<b>1. AWARDING OFFICE:</b> Region IX Office for Children and Families		<b>2. ASSISTANCE TYPE:</b> Discretionary Grant	<b>3. AWARD NO.:</b> 09CY5132/02	<b>4. AMEND. NO.</b>
<b>5. TYPE OF AWARD:</b> SERVICE		<b>6. TYPE OF ACTION:</b> Non-competing Continuation	<b>7. AWARD AUTHORITY:</b> 42 USC 5701 ET SEQ.	
<b>8. BUDGET PERIOD:</b> 09/30/2006 THRU 09/29/2007		<b>9. PROJECT PERIOD:</b> 09/30/2005 THRU 09/29/2008		<b>10. CAT NO.:</b> 93623
<b>11. RECIPIENT ORGANIZATION:</b> Clty of Oceanside				

**26. REMARKS:** (Continued from previous page)

the Regional Office.

Financial Status Reports (SF-269) must be submitted semi-annually to the Regional Office. A Final SF-269 is required 90 days after the budget period ends.

Program performance reports must be submitted semi-annually to the Regional Office, with a copy to the Western States Youth Services Network. A final program report is due 90 days after the project period ends.

RHYMIS reports are to be submitted semi-annually to Consumer Sciences Corporation, not to the Regional Office.

Please note the dollar threshold for A-133 audits has been raised to \$500,000 or more of Federal awards expended in a fiscal year. This is effective for a grantee's fiscal year ending after December 31, 2003 (Federal Register Notice, June 27, 2003).

**GRANT AGREEMENT**

**AN AGREEMENT BETWEEN THE CITY OF OCEANSIDE AND  
YMCA OF SAN DIEGO COUNTY  
FOR THE USE OF HEALTH AND HUMAN SERVICES FUNDS**

This Agreement, made and entered into by and between the City of Oceanside, a municipal corporation of the State of California, hereinafter "CITY", and YMCA of San Diego County, a California non-profit public benefit corporation, hereinafter "SUBRECIPIENT".

RECITALS:

1. CITY is recipient of funds from the United States Department of Health and Human Services (hereinafter "HHS") under part A of the Runaway and Homeless Youth Act (hereinafter "ACT"), 42 USC 5701 et seq.; and,

2. CITY has approved the provision of federal funds under the ACT to be used by the SUBRECIPIENT as provided in its "Statement of Work", attached hereto as Exhibit "A" and incorporated herein by reference; and,

3. SUBRECIPIENT warrants that it has the expertise and experience to perform the work set forth in the Statement of Work; and,

4. SUBRECIPIENT represents that it shall perform the work as set forth in the Statement of Work pursuant to the "Budget", attached hereto as Exhibit "B", and incorporated herein by reference; and,

5. CITY shall provide HHS funds to the SUBRECIPIENT in the amount set forth in the Budget, and pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and based on the mutual covenants below, the parties hereby agree as follows:

A. SUBRECIPIENT OBLIGATIONS

1. Use of Funds. SUBRECIPIENT agrees to use all federal funds provided by the CITY to SUBRECIPIENT pursuant to the provisions of this Agreement, the Statement of Work, and Budget for said program. SUBRECIPIENT's failure to perform as required may, in addition to other remedies set forth in the Agreement, result in readjustment of the amount of funds CITY is otherwise obligated to pay to SUBRECIPIENT under Section B hereof.

SUBRECIPIENT agrees to use said funds to pay for necessary and reasonable costs to operate said program. Said amount shall

include wages, administrative costs, employee benefits comparable to other similarly situated employees, and other allowable program costs as detailed in the Budget.

SUBRECIPIENT shall not use any funds received pursuant to this Agreement for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement as set forth in the Certification Regarding Lobbying, attached hereto as Exhibit "C".

2. Statement of Work. SUBRECIPIENT represents that the Statement of Work includes an accurate schedule for performance and completion of the work. These items shall be in sufficient detail to provide a sound basis for the City to effectively monitor performance under the Agreement.

3. Budget. SUBRECIPIENT represents that the Budget includes only allowable costs and an accurate analysis of costs applicable to HHS funds pursuant to 45 CFR 74, Subpart Q, which includes requirements for compliance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations".

These items shall be in sufficient detail to provide a sound basis for the City to effectively monitor performance under the Agreement.

4. Records and Reports. The SUBRECIPIENT shall maintain and provide the following records and reports to assist CITY in maintaining its recordkeeping requirements:

- a. Documentation of the number of persons participating in or benefiting by the SUBRECIPIENT's program.
- b. Documentation of all HHS funds received from CITY.
- c. Documentation of expenses as identified in the Budget.
- d. Payment Request
- e. Monthly Financial Report
- f. Semi-annual Performance Report
- g. Any such other records and reports as CITY shall reasonably require.

5. Retention of Records. All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this Agreement shall be kept available at SUBRECIPIENT'S office or place of business for the duration of the agreement and thereafter for five (5) years after completion of an audit. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which CITY or any other governmental agency takes exception, shall be retained beyond the five (5) years until resolution or disposition of such appeals, litigation claims, or exceptions.

6. Inspection of Records. CITY and the United States Government and/or their representatives shall have access for purposes of monitoring, auditing, and examining SUBRECIPIENT'S activities and performance, to books, documents and papers, and the right to examine records of SUBRECIPIENT'S sub-contractors, bookkeepers and accountants, employees and participants in regard to said program. CITY and the United States Government and/or their representative shall also schedule on-site monitoring at their discretion. Monitoring activities may also include, but are not limited to, questioning employees and participants in said program and entering any premises or any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. Nothing herein shall be construed to require access to any privileged or confidential information as set forth in Federal or State law. In the event SUBRECIPIENT does not make the above-referenced documents available within the City of Oceanside, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by CITY in conducting any audit at the location where said records and books of account are maintained.

7. Nondiscrimination Policy

a. Provision of Program Services

(1) SUBRECIPIENT 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 CDBG funds.

(2) SUBRECIPIENT shall not under any program or activity funded in whole or in part with CDBG 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:

(a) Deny any facilities, services, financial aid or other benefits;

(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;

(c) Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit;

(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;

(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;

(f) Deny an opportunity to participate in a program or activity as an employee.

(3) SUBRECIPIENT, in determining the site or location of housing or facilities provided in whole or in part with CDBG funds, may not make selections of such site or location which have the effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination on the ground of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, marital/familial status, or status with regard to public assistance, or which have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Civil Rights Act of 1964 and amendments thereto.

(4) Notwithstanding anything to the contrary in Sections A.7.a. (1)-(3), nothing contained herein shall be construed to prohibit any SUBRECIPIENT from maintaining or constructing separate living facilities or 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.

b. Employment Discrimination

(1) SUBRECIPIENT 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. SUBRECIPIENT 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. SUBRECIPIENT agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(2) SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applications will receive consideration for employment without regard to race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance.

(3) If SUBRECIPIENT is a religious corporation, association, educational institution, or society, Section 202 of Executive Order 11246 of September 24, 1965, as amended, shall not apply with respect to the employment of particular individuals of a particular religion to perform work connected with the carrying on by such corporation, association, education institution, or society of its activities. SUBRECIPIENT is not exempted or excused from complying with the other requirements contained in Executive Order 11246 of September 24, 1965, as amended.

(4) SUBRECIPIENT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by CITY's contracting officers advising the labor union or workers' representative of SUBRECIPIENT'S commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(5) SUBRECIPIENT shall comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) SUBRECIPIENT shall furnish to the CITY all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the related rules, regulations, and orders.

(7) In the event of SUBRECIPIENT'S failure to comply with any rules, regulations, or orders required to be complied with pursuant to this Agreement, CITY may cancel, terminate, or suspend in whole or in part its performance and SUBRECIPIENT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) SUBRECIPIENT shall include the provisions of Section A.7.b., "Employment Discrimination", paragraphs (1) through

(6) in every sub-contract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each sub-contractor or vendor. SUBRECIPIENT shall take such action with respect to any sub-contract or purchase order as the CITY may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event SUBRECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the CITY, SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

(9) SUBRECIPIENT shall not discriminate on the basis of age in violation of any provision of the Age Discrimination Act of 1975 (42 USC 6101 et seq.) or with respect to any otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and the Americans with Disabilities Act of 1990. SUBRECIPIENT shall also provide ready access to and use of all CDBG fund assisted buildings to physically handicapped persons in compliance with the standards established in the Architectural Barriers Act of 1968 (42 USC 4151 et seq.).

c. Remedies. In the event of SUBRECIPIENT'S failure to comply with any rules, regulations, or orders required to be complied with pursuant to this Agreement, the CITY may cancel, terminate, or suspend in whole or in part its performance and SUBRECIPIENT may be declared ineligible for further government contracts and any such other sanctions as may be imposed and remedies invoked as provided by law.

8. Conflict of Interest. In the procurement of supplies, equipment, construction, and services by SUBRECIPIENT, the conflict of interest provisions in 24 CFR 570.611 shall apply.

9. Condition for Religious Organizations. SUBRECIPIENT represents that it is, or may be deemed to be, a religious or denominational institution or organization, or an organization operated for religious purposes that is supervised or controlled by or in connection with a religious or denominational institution or organization. In addition to, and not in substitution for, other provisions of this Agreement the SUBRECIPIENT agrees that:

a. SUBRECIPIENT will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

b. SUBRECIPIENT will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

c. SUBRECIPIENT will provide no religious instruction or counseling, conduct no religious worship or exert no other religious influence in the provision of such public services. (For purposes of this Subsection 9.c., such activities shall be referred to as "Ineligible Activities.")

10. Licensing. SUBRECIPIENT agrees to obtain and maintain all licenses, registrations, accreditations, and inspections from all agencies governing its operations. SUBRECIPIENT shall insure that its staff shall also obtain and maintain all required licenses, registrations, accreditations and inspections from all agencies governing SUBRECIPIENT'S operations hereunder.

11. Inspection of Records. CITY and the United States Government and/or their representatives shall have access for purposes of monitoring, auditing, and examining SUBRECIPIENT'S activities and performance, to books, documents and papers, and the right to examine records of SUBRECIPIENT'S sub-contractors, bookkeepers and accountants, employees and participants in regard to said program. CITY and the United States Government and/or their representative shall also schedule on-site monitoring at their discretion. Monitoring activities may also include, but are not limited to, questioning employees and participants in said program and entering any premises or any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. Nothing herein shall be construed to require access to any privileged or confidential information as set forth in Federal or State law. In the event SUBRECIPIENT does not make the above-referenced documents available within the City of Oceanside, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by CITY in conducting any audit at the location where said records and books of account are maintained.

12. Independent Contractor. SUBRECIPIENT'S relationship to the CITY shall be that of an independent contractor. SUBRECIPIENT 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 Manager. SUBRECIPIENT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. SUBRECIPIENT 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.

13. Workers' Compensation. Pursuant to Labor Code section 1861, the SUBRECIPIENT hereby certifies that the SUBRECIPIENT is aware

of the provision of Section 3700 of the Labor Code which requires 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 SUBRECIPIENT will comply with such provisions and provide certification of such compliance as a part of the Agreement.

14. Liability Insurance.

a. SUBRECIPIENT shall, throughout the duration of this Agreement maintain comprehensive general liability insurance, and property damage insurance, or commercial general liability insurance, covering all operations of SUBRECIPIENT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

b. SUBRECIPIENT shall maintain liability insurance in all the following minimum limits:

Comprehensive General Liability Insurance  
(bodily injury and property damage)

Combined General Liability Insurance	\$1,000,000
General Aggregate	\$2,000,000*

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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\*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of SUBRECIPIENT under this Agreement.

c. 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 or reserved, the CITY may require additional coverage to be purchased by the SUBRECIPIENT to restore the required limits. The SUBRECIPIENT shall also notify the CITY's Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the SUBRECIPIENT's work.

d. All insurance companies affording coverage to the SUBRECIPIENT for the purposes of this Section shall be required to add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed in accordance with this Agreement. Insurance coverage provided to the City of 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.

e. All insurance companies affording coverage to the SUBRECIPIENT shall be insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact the business of insurance in the state or be rated as A-VI or higher by A.M.Best.

f. SUBRECIPIENT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

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

h. All insurance companies affording coverage shall provide thirty (30) days written notice to the City of Oceanside should the policy be canceled 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.

i. Maintenance of insurance by the SUBRECIPIENT as specified in this Agreement shall in no way be interpreted as relieving the SUBRECIPIENT of any responsibility whatever and the SUBRECIPIENT may carry, at its own expense, such additional insurance as it deems necessary.

15. SUBRECIPIENT's Indemnification of CITY. SUBRECIPIENT 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 or omissions or other wrongful acts conduct of the SUBRECIPIENT or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except only for those claims arising from the sole negligence or sole willful conduct of the CITY, its officers, agents, or employees.

SUBRECIPIENT's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, SUBRECIPIENT 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.

SUBRECIPIENT indemnification of the CITY shall not be limited by any prior or subsequent declaration by the SUBRECIPIENT.

16. Assignment and Delegation. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the SUBRECIPIENT's duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. Consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

B. CITY OBLIGATIONS

1. Payment of Funds. CITY shall pay to SUBRECIPIENT from HHS funds, when, if and to the extent received from HHS, amounts expended by SUBRECIPIENT in carrying out said program pursuant to this Agreement up to a maximum aggregate payment of Ninety-Six Thousand, Four Hundred and Seventy-One Dollars (\$96,471). Payment shall be made to SUBRECIPIENT through the submission of periodic invoices, in a form prescribed by CITY, detailing such expenses. Payment will be made on a cost reimbursement basis only. CITY shall pay such invoices within thirty (30) days after receipt thereof, provided CITY is satisfied that such expenses are within the scope of this Agreement and that SUBRECIPIENT is in compliance with the terms and conditions of this Agreement.

2. Audit of Account. CITY shall include an audit of the account maintained by SUBRECIPIENT pursuant to Section A.5 of this Agreement in CITY'S annual audit of all HHS funds pursuant to Federal regulations found in Title 45 of the Code of Federal Regulations and other applicable federal laws and regulations.

C. MISCELLANEOUS PROVISIONS:

1. Termination of Agreement. CITY or SUBRECIPIENT may terminate this Agreement by giving written notice to the other party thirty (30) days prior to effective date of termination. Additionally, the CITY shall have the right to terminate this Agreement immediately or withhold payment of any invoice for failure of the SUBRECIPIENT to comply with the terms and conditions of this Agreement. Should the CITY decide to terminate this Agreement after a full evaluation of all circumstances has been completed, the SUBRECIPIENT shall, upon written request, have the right to an appeal process. A copy of the appeal process will be attached to any termination notice. If the CITY finds that the SUBRECIPIENT has violated the terms and conditions of this Agreement, the SUBRECIPIENT may be required to:

a. repay all monies received from the CITY under this Agreement; and/or

b. transfer possession of all materials and equipment purchased with grant money to the CITY.

In the case of early termination, a final payment may be made to the SUBRECIPIENT upon receipt of a Final Report and invoices covering eligible costs incurred prior to termination. The total of all payments, including the final payment, shall not exceed the amount specified in this Agreement.

2. Notices. All notices, demands, requests, consents, or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:  
City of Oceanside  
HHS Programs Manager  
Housing and Neighborhood Services  
300 N. Coast Highway  
Oceanside, CA 92054

TO SUBRECIPIENT:  
YMCA of San Diego County  
Director of Shelter Services  
YMCA Oz North Coast  
215 Barnes Street  
Oceanside, CA 92054

Either party may change its address by notice to the other party as provided herein. Communications shall be deemed to have been given and received on the first to occur of (a) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (b) three working days following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

3. Entire Agreement. This Agreement comprises the entire integrated understanding between CITY and SUBRECIPIENT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

4. Interpretation of the Agreement. The interpretation, validity and 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 SUBRECIPIENT 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.

5. 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.



State of California

County of San Diego

On September 5, 2006 before me, Carol E. Latimer, Notary Public, personally appeared Richard Chapel, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

*Carol E Latimer*

Carol E. Latimer



My commission expires September 12, 2006

OPTIONAL

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

Individual  
 Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

Signer is Representing:

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signers (other than named above)

EXHIBIT A  
STATEMENT OF WORK

SUBRECIPIENT:

YMCA of San Diego County  
YMCA Oz North Coast  
215 Barnes Street  
Oceanside, CA 92054

PROJECT NAME:

Runaway and Homeless Youth Shelter

PROJECT PERIOD:

September 30, 2006 through September 29, 2007

OBJECTIVES:

1. Provide immediate shelter and crisis intervention services, as well as providing comprehensive data collection, individual client files and evaluation.
2. Provide a 24-hour crisis hotline for youth and families, and intake services 24 hours a day, seven days a week.
3. Provide counseling services, including individual, group and family counseling to 175-200 youth and their family members. Provide weekly multifamily group therapy, art therapy and recreational therapy to 175-200 youth and their family members. Provide eight weeks of aftercare counseling to each youth and his/her family members.
4. Reunite 160 youth with their families when possible and/or provide case management and referrals to those youth needing alternative placement.
5. Provide street and community outreach to 2,000 youth in North County. Fifty "survival packs" will be made available to runaway/homeless youth.
6. Provide on-site academic education for 175-200 youth, including psycho-social groups on substance abuse, social skills, HIV/AIDS prevention, reproductive education and independent living skills.
7. Provide recreational therapy and activities to 175-200 youth, including volleyball and basketball on-site, as well as at YMCA recreational branches.
8. Include youth in the development and implementation of programming, including strategic planning on an annual basis.
9. Provide on-going staff development and training to all staff and volunteers, including cultural, ethnic and gender diversity issues.

10. Maintain strategic planning through advisory boards, youth input, client and community evaluation.

PERFORMANCE MEASURES:

1. Provide semi-annual performance reports to the City on the report form as provided by HHS.

2. Provide semi-annual performance reports to the City on positive outcomes resulting from the program.

2. Maintain records, invoices, and relevant statistics supporting the semi-annual reports.

3. Provide a final performance report to the City within 30 days of termination of the contract date on the final report form as provided by HHS.

EXHIBIT B  
PROGRAM BUDGET 2006-2007

SUBRECIPIENT: YMCA of San Diego County  
PROJECT NAME: Runaway and Homeless Youth Shelter  
FUNDING AGENCY: U.S. Department of Health and Human Services  
TERM OF AGREEMENT: September 30, 2006 through September 29, 2007

**Personnel**

**Salaries**

Director	\$7,550
Administrative Assistant	8,328
Office Manager	5,274
Residential Site Mgr.	5,304
Youth & Family Counselors	9,344
Childcare Workers	26,638

<b>Subtotal Salaries</b>	<b>\$62,438</b>
<b>Fringe Benefits</b>	<b>15,610</b>
<b>Total Personnel</b>	<b>\$78,048</b>

**Non-Personnel**

Travel	\$650
Equipment	200
Supplies	2,303
Telephone	650
Cell Phone	350
Liability Insurance	1,518
Utilities	1,400
Mileage	230
Auto Insurance	1,275
Other*	918
<b>Subtotal</b>	<b>\$9,494</b>
<b>Indirect (10.2% of direct)</b>	<b>\$8,929</b>

<b>Total Budget</b>	<b>\$96,471</b>
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\* "Other" category includes building maintenance, advertising and license fee.

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Kurt J. Gund Executive Vice President*

Signature of Authorized Representative  
YMCA of San Diego County

9-5-06

Date