

STAFF REPORT



ITEM NO. **10**
CITY OF OCEANSIDE

DATE: November 19, 2008

TO: Honorable Mayor and City Councilmembers

FROM: Neighborhood Services Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$33,223 WITH NORTH COUNTY COMMUNITY SERVICES AS FISCAL AGENT FOR THE 2008-09 REGIONAL WINTER SHELTER SYSTEM**

SYNOPSIS

Staff and the Housing Commission recommend that the City Council approve a professional services agreement in the amount of \$33,223 with North County Community Services (NCCS) for service as fiscal agent for the 2008-2009 Regional Winter Shelter System, and authorize the City Manager to sign the agreement.

BACKGROUND

A collaborative of North San Diego County nonprofit agencies formed the Alliance for Regional Solutions in 2007 to work on a system to provide homeless individuals and families in North County with not only safe haven during the winter months, but also the tools and motivation necessary to assist them to move towards self-sufficiency and independent and responsible functioning.

The Regional Winter Shelter system provided cold weather shelter for the winter of 2007-2008 for homeless individuals and families for 100 consecutive nights from December to April at four sites in Carlsbad, Escondido, Oceanside, and Vista. The shelter system also includes the rotational shelter operated at area faith communities by Interfaith Shelter Network.

ANALYSIS

The regional system unifies the separate winter shelter programs into a single system with slightly expanded shelter capacity and a common set of practices, which includes individual case management, trained security, and medical support services. The Alliance for Regional Solutions will provide an infrastructure for joint planning, resource development, training, human resources, data collection, and evaluation of the program.

The total budget for the regional system is \$438,703 and includes funding from FEMA, municipal governments, United Way of San Diego and the private resources of shelter providers. The City of Oceanside's contribution of \$33,223 represents 7.6 percent of the total budget for the proposed 2008-2009 shelter program. North County Community Services acts as fiscal agent for the unified program.

FISCAL IMPACT

The total cost to the City of Oceanside is \$33,223 which will provide funding to the Regional Shelter System including operations in Oceanside of the Bread of Life winter shelter and the Interfaith Shelter Network rotational shelter program. There is \$40,000 budgeted (286.298804.5374) for homeless services in the Neighborhood Services Department approved 2008-2010 budget.

COMMISSION OR COMMITTEE REPORT

At its meeting on September 23, 2008, the Housing Commission unanimously voted to recommend that the City Council appropriate \$33,223 to fund the North County Regional Winter Shelter System.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

Staff and the Housing Commission recommend that the City Council approve a professional services agreement in the amount of \$33,223 with North County Community Services (NCCS) for service as fiscal agent for the 2008-2009 Regional Winter Shelter System, and authorize the City Manager to sign the agreement.

PREPARED BY:



Margery M. Pierce
Director of Neighborhood Services

SUBMITTED BY:

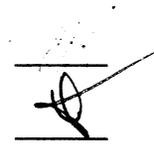


Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Teri Ferro, Director of Financial Services



ATTACHMENTS:

- Housing Commission Report
- Professional Services Agreement with NCCS

HOUSING COMMISSION REPORT

TO: OCEANSIDE CITY COUNCIL
FROM: HOUSING COMMISSION
RE: NORTH COUNTY REGIONAL WINTER SHELTER PROGRAM
DATE: SEPTEMBER 23, 2008

THE HOUSING COMMISSION RECOMMENDS THAT THE OCEANSIDE CITY COUNCIL APPROPRIATE \$33,223 TO FUND THE NORTH COUNTY REGIONAL WINTER SHELTER PROGRAM.

CAMP	YES
CHRISTY	YES
COOPER	YES
DAVIS	YES
FARMER	YES
HUSKEY	ABSENT
PARKER	YES
SORENSEN	YES
ALTERNATES	
SAIZ	YES

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: REGIONAL SHELTER SYSTEM FISCAL AGENCY

THIS AGREEMENT, dated October 1, 2008, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and NORTH COUNTY COMMUNITY SERVICES, a California not-for-profit corporation, 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. CONSULTANT shall serve as the Fiscal and Operating Agency for the 2008-09 North San Diego County Regional Winter Transitional Shelter System. CONSULTANT shall provide professional staff to manage and oversee the Winter Shelter System with policy direction provided by the Alliance for Regional Solutions Winter Shelter subcommittee. CONSULTANT shall receive, manage and disburse funds in accordance with the Winter Shelter System plan as adopted by jurisdictions and nonprofit service providers for the 2008-09 winter shelter season.
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;

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- 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 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 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.
- 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.

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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.

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

<u>Comprehensive General Liability Insurance</u> (bodily injury and property damage)	
Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*
 <u>Commercial General Liability Insurance</u> (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

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

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 or reserved, 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, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

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-VI or higher by A.M. Best.

5.6 All insurance companies affording coverage shall provide thirty (30) days written notice

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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 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 CONSULTANT's work, including 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 founded upon, 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 Thirty-three Thousand Two Hundred and Twenty-three dollars (\$33,223).

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City Director of Neighborhood Services. CONSULTANT shall obtain approval by the City Director of Neighborhood Services 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

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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 Director of Neighborhood Services between October 1, 2008, and April 30, 2009.

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 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.

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 on the dates set forth below.

NORTH COUNTY COMMUNITY SERVICES

CITY OF OCEANSIDE

By: *Stanfield* Executive Director
Name/Title

By: _____
Peter A. Weiss, City Manager

Date: 11/6/2008

Date: _____

APPROVED AS TO FORM:

23-7071474
Employer ID Number

Quintanilla ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO }

On NOVEMBER 6 2008 before me, JACQUELINE S HESS NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared STANLEY A. MILLER
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Jacqueline S Hess
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

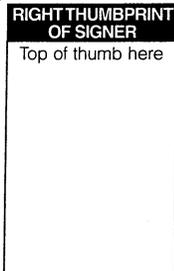
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

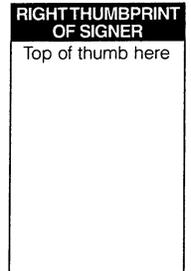
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Regional Shelter System Fiscal Agency 2008-09

Attachment A

SCOPE OF WORK

CONTRACT PERIOD: October 1, 2008 to April 30, 2009

SUBRECIPIENT NAME AND MAILING ADDRESS:

North County Community Services (NCCS)
1557 Grand Avenue Suite C
San Marcos, CA 92078

PROJECT NAME: North San Diego County Regional Winter Shelter Fiscal Agency

PROJECT ADDRESS: 1557 Grand Avenue Suite C, San Marcos CA 92078

PROJECT MANAGER: Stan Miller, NCCS Executive Director Tel: (760) 471-5483

PROJECT GOAL: Provide management and operational support for the North San Diego County Regional Winter Transitional Shelter System

PROJECT OBJECTIVES:

1. Serve as the Fiscal and Operating Agency for the 2008-09 Regional Winter Shelter System with policy guidance and direction from the Alliance for Regional Solutions Winter Shelter subcommittee.
2. Provide staff support for the 2008-09 Winter Shelter System including preparing applications for grant funds, serving as liaison with municipal staff and elected officials, monitoring shelter operations, administering the Supportive Services fund, assisting with the Federal Emergency Management Agency - Emergency Food & Shelter Program (FEMA-EFSP) re-imbusement requests, oversight of data-gathering for the Homeless Management Information System (HMIS) and system evaluation, coordination of staff and volunteer training activities, and representing the Regional Shelter System in public settings.
3. Provide reports as requested by the Alliance for Regional Solutions Winter Shelter subcommittee and for distribution to participating jurisdictions and nonprofit organizations.