



DATE: December 2, 2009

TO: Honorable Mayor and City Councilmembers

FROM: Neighborhood Services Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENTS WITH NORTH COUNTY LIFELINE AND INTERFAITH COMMUNITY SERVICES FOR GANG PREVENTION/INTERVENTION PROGRAMS, FUNDED THROUGH THE \$400,000 FY 09 DEPARTMENT OF JUSTICE GRANT AWARDED TO THE CITY OF OCEANSIDE**

SYNOPSIS

Staff recommends that the City Council approve Professional Services Agreements with North County Lifeline in the amount of \$210,000 and Interfaith Community Services in the amount of \$152,616 for gang prevention/intervention programs funded through the \$400,000 Department of Justice, Office of Juvenile Justice and Delinquency Prevention, FY 2009 Earmarks Program Grant awarded to the City of Oceanside for the Oceanside Community Safety Partnership Gang Prevention and Intervention Program; and, authorize the City Manager to execute the agreements.

BACKGROUND

The \$400,000 Office of Juvenile Justice and Delinquency Prevention (OJJDP) Fiscal Earmark was secured for Oceanside Community Safety Partnership (OCSP) gang prevention and intervention programs as a result of the City's lobbying efforts and its work with The Ferguson Group, our federal lobbyist. The City received formal notification of funding availability under the FY 2009 Earmarks Program and an invitation to submit a grant application to the OJJDP on May 19, 2009. The grant application was submitted on June 15, 2009. The City received notice of approval of the grant application from the Office of Justice Programs, Office of the Attorney General, on September 16, 2009. On November 4, 2009, the City Council accepted the grant award.

ANALYSIS

Both PSAs sustain existing gang prevention/intervention programs for Oceanside youth under the age of 18 as required by the funding source. Program descriptions and budgets are as approved under the grant application. These programs were previously funded by county and state government sources and/or charitable donations. Those funding sources have either ceased to exist or decreased considerably due to the economic downturn.

The PSA with North County Lifeline is to operate the Crown Heights and San Luis Rey Valley After School Programs from October 1, 2009, through June 30, 2011, at a total cost of \$210,000.

The PSA with Interfaith Community Services maintains one full-time and one half-time Masters Level Behavioral Health Clinician in their Transitional Youth Academy / Working Pirates Program from October 1, 2009, through September 30, 2011, at a total cost of \$152,616. Descriptions of program goals, budget details, and reporting requirements are included in each PSA.

The remaining funding from this grant will support additional OCSP gang prevention and intervention activities including: Youth and Family Outreach Events, (Collaborative efforts between the City, neighborhood residents and community partners including the grass roots Save Our Streets organization); operating and maintenance expenses for one of the Neighborhood Services Department recreation vans; temporary staff time (200 hours) for OCSP web site update, maintenance, and staff training; and grant administrative costs including grant reporting and training expenses mandated by OJJDP for the grant.

FISCAL IMPACT

These agreements will have no impact on the City's General Fund as the total cost of \$362,616 will be reimbursed from the OJJDP FY-09 Earmark Fund (922115700274). There will be some savings to the General Fund over the two-year grant period from use of the remaining grant funds, including \$15,400 for 18 months of operating and maintenance expenses for one of the Neighborhood Services Department recreation vans (already anticipated in current budget adjustments) and \$7,258 in Neighborhood Services staff time over the two-year grant period that will be reimbursed for grant management. Progress reports must be submitted to OJJDP after the first four months and then every six months during the two years of the grant. A final program report is due at project completion.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

Information regarding this grant has been distributed to the Police and Fire Commission, Parks and Recreation Commission, and Community Relations Commission by the Oceanside Community Safety Partnership Steering Committee.

CITY ATTORNEY'S ANALYSIS

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

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: OCEANSIDE COMMUNITY SAFETY PARTNERSHIP
GANG PREVENTION / INTERVENTION PROJECT
CROWN HEIGHTS AND SAN LUIS REY VALLEY AFTER SCHOOL PROGRAMS**

THIS AGREEMENT is made and entered into this 12th 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 Critical Hours After School Programs at the Crown Heights and San Luis Rey Valley Community Resource Centers from October 1, 2009 through June 30, 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;

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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.
- 5.** **LIABILITY INSURANCE.**

**OCEANSIDE COMMUNITY SAFETY PARTNERSHIP
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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:

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

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(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 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 **\$210,000** 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. 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 Director of Neighborhood Services no later than June 30, 2011.

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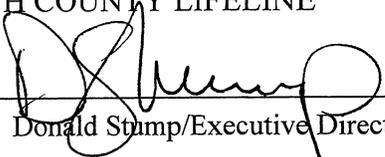
9. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
10. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity 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.
- 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 4 day of November, 2009.

NORTH COUNTY LIFELINE

CITY OF OCEANSIDE

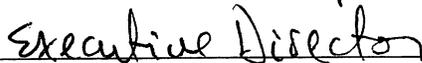
By: _____


Donald Stump/Executive Director

By: _____

Peter A. Weiss, City Manager

By: _____


Name/Title

APPROVED AS TO FORM:

95-2794253

Employer ID Number


City Attorney

City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On NOVEMBER 4, 2009 before me, TROY G. STEPHENS, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

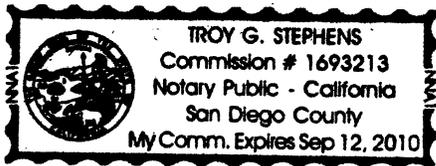
personally appeared DONALD STUMP

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.



Place Notary Seal Above

Signature

Signature of Notary Public

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: CITY OF OCEANSIDE PROFESSIONAL SERVICES AGREEMENT

Document Date: OCTOBER 12, 2009

Number of Pages: 7

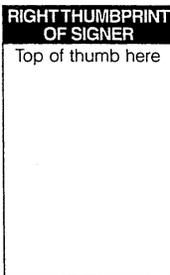
Signer(s) Other Than Named Above: _____

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: _____

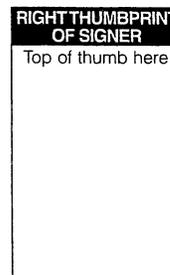
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



**OCEANSIDE COMMUNITY SAFETY PARTNERSHIP
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**ATTACHMENT A
SCOPE OF WORK**

North County Lifeline (NCLL) shall perform the following services for the City of Oceanside under this agreement for the contract period from October 1, 2009 through June 30, 2011:

Responsibilities

1. NCLL will implement Critical Hours After School Programs at Oceanside's San Luis Rey Valley Community Resource Center (Club San Luis Rey) and the Crown Heights Community Resource Center (Club Crown Heights) for the period from October 1, 2009 through June 30, 2011. Contract goals will be to enroll 84 youth ages 6 to 17 at each program site each fiscal year with 80% or more demonstrating an increase in protective behaviors and 80% having no contact with the juvenile justice system during participation.
2. NCLL staff responsible for After School Program management and reporting will meet with the Neighborhood Services Department Project Manager on a quarterly basis to review program progress. NCLL will submit written reports at the end of the fourth month of funding and every six months thereafter during the contract period to the Project Manager. Reports will contain all information required by OJJDP, including description of after school program activities funded through this project, number of participating youth, updates regarding protective behaviors and juvenile justice system contacts for participating youth, and a budget, inclusive of supporting documentation. A final progress report will be due by August 1, 2011.
3. NCLL will provide a safe and healthy environment during the implementation of this project, free of tobacco, alcohol, drugs and violence. CITY will provide the sites for use by NCLL for the San Luis Rey Valley and Crown Heights after school programs at no charge to NCLL during program hours. All maintenance, repair, and utility costs at these sites will be the responsibility of the City.
4. NCLL will maintain copies of program documentation and publicity and will provide these to Neighborhood Services Department Project Manager if requested.

Budget - City of Oceanside - OCSP Gang Prevention and Intervention Program

North County Lifeline Contracted Services

Oceanside After School Programs - Crown Heights and San Luis Rey Valley

Contract period - October 1, 2009 through June 30, 2011 (1.75 Years)

<u>Personnel</u>	<u>Computation</u>	<u>Cost For 1.75 Years</u>	<u>Annual Cost</u>
<u>Position</u>			
Position 1 - Lifeline After School Program Site Leaders (2 @\$18Hr. Total Hrs = 1.18FTE)	1.18 x 40 x 52 x18.00 x 1.75	\$ 77,313.60	\$ 44,179.20
Position 2 - Lifeline After School Program Site Aides (2@13.49Hr. Total Hrs= 0.75FTE)	0.75 x 40 x 52 x 13.49 x 1.75	\$ 36,827.70	\$ 21,044.40
Position 3 - Lifeline After School Programs Supervisor (1@\$18.87Hr. Hrs = 0.45 FTE)	0.45 x 40 x 52 x 18.87 x 1.75	\$ 30,909.06	\$ 17,662.32
Total personnel		\$ 145,050.36	\$ 82,885.92
<u>Fringe Benefits -</u>			
Position 1 - Lifeline After School Program Site Leaders (2) @21%	77,313.60 x 21%	\$ 16,235.86	\$ 9,277.63
Position 2 - Lifeline After School Program Site Aides (2) @21%	36,827.70 x 21%	\$ 7,733.82	\$ 4,419.32
Position 3 - Lifeline After School Programs Supervisor (1)@21%	30,909.06 x 21%	\$ 6,490.90	\$ 3,709.09
Fringe Benefits Total		\$ 30,460.58	\$ 17,406.04
<u>Supplies</u>			
After School Program Supplies (\$176 per month for 21 months)	176x21	\$ 3,696.00	\$ 2,112.00
Office Supplies/Postage/Printing (\$25/mo x 21 months)**	25 x 21	\$ 525.00	\$ 300.00
Supplies Total		\$ 4,221.00	\$ 2,412.00
<u>Other Costs</u>			
Rent (50 sq ft x \$1.25 per sq ft x 21 mo)**	50 x 1.25 x 21	\$ 1,312.50	\$ 750.00
Telephone/cell phone (\$170/mo x 21 mo)	170 x 21	\$ 3,570.00	\$ 2,040.00
Utilities (\$35/mo x 21 mo)**	35 x 21	\$ 735.00	\$ 420.00
Mileage Reimbursement (\$0.55/mile x 250 miles/mo x 21 mo)	0.55 x 250 x 21	\$ 2,887.50	\$ 1,650.00
Liability Insurance (\$436.04 Annual cost)	436.04 x 1.75	\$ 763.07	\$ 436.04
Administrative Overhead @ 10%	210,000 x 10%	\$ 21,000.00	\$ 12,000.00
Other Costs Total		\$ 30,268.07	\$ 17,296.04
Total Annual Budget		\$ 210,000.00	\$ 120,000.00
Total Contract Budget 10-1- 2009 through 6-30-2011		\$ 210,000.00	

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: OCEANSIDE COMMUNITY SAFETY PARTNERSHIP
GANG PREVENTION / INTERVENTION PROJECT
INTERFAITH COMMUNITY SERVICES - TRANSITIONAL YOUTH ACADEMY PROGRAM**

THIS AGREEMENT is made and entered into this 12th day of OCTOBER, 2009, by and between the **CITY OF OCEANSIDE**, a municipal corporation, hereinafter designated as "CITY", and **INTERFAITH COMMUNITY SERVICES** 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.

Provide Transitional Youth Academy (TYA) services to a total of 88 at-risk Oceanside youth under the age of 18 over a two-year period from October 1, 2009 through September 30, 2011 to support their social, emotional, and academic development in order to prevent and reduce delinquent behaviors by offering them an array of services that will empower them to make better life choices.

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.

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- 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

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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;
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- 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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GANG PREVENTION / INTERVENTION PROJECT
INTERFAITH COMMUNITY SERVICES - TRANSITIONAL YOUTH ACADEMY PROGRAM**

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:

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(bodily injury and property damage)

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<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.

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INTERFAITH COMMUNITY SERVICES - TRANSITIONAL YOUTH ACADEMY PROGRAM**

- 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 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 **\$152,616** 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. 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

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modified in writing. All work shall be completed in every detail to the satisfaction of the Director of Neighborhood Services 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 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.

INTERFAITH COMMUNITY SERVICES

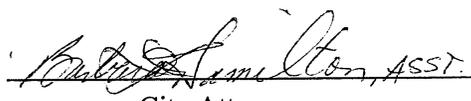
CITY OF OCEANSIDE

By: 
Suzanne Stewart Pohlman, Executive Director

By: _____
Peter A. Weiss, City Manager

By: Suzanne Stewart Pohlman
Name/Title
95-3837714
Employer ID Number

APPROVED AS TO FORM:


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

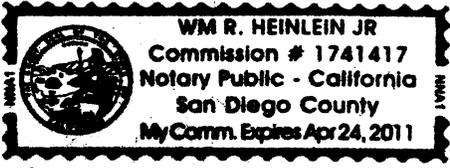
On 11/06/09 before me, Wm Rob Heinlein Jr Notary Public

personally appeared SUZANNE STEWART POLMAN

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 Wm Rob Heinlein Jr
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: _____

**OCEANSIDE COMMUNITY SAFETY PARTNERSHIP
GANG PREVENTION / INTERVENTION PROJECT
INTERFAITH COMMUNITY SERVICES - TRANSITIONAL YOUTH ACADEMY PROGRAM**

**ATTACHMENT A
SCOPE OF WORK**

Interfaith Community Services (ICS) shall perform the following services for the City of Oceanside under this agreement for the contract period from October 1, 2009 through September 30, 2011:

Responsibilities

1. ICS will provide their Transition Youth Academy (TYA) services to a total of 88 youth over the two-year funding period. The overall goal of the TYA program is to support at-risk youth's social, emotional, and academic development to prevent and reduce delinquent behaviors by offering them an array of services that will empower them to make better life choices. All participating youth will be provided with an evidence-based program and 80% of youth enrolled will complete program requirements. Seventy-five per cent of youth served will show a desired change in at least one of the targeted behaviors, which include decision making, anger management skills, life skills, GPA, job readiness skills and no new offences.
2. ICS/TYA program management staff will meet with the City of Oceanside Neighborhood Services Department Project Manager on a quarterly basis to review program progress. ICS will maintain records necessary to meet Office of Juvenile Justice and Delinquency Prevention reporting requirements. ICS will provide written progress reports to the Neighborhood Services Department Project Manager at the end of the 4th month of funding and each six months thereafter. Progress reports will contain all reporting information required by OJJDP, including number of youth participating, program services provided, participant progress, and a budget inclusive of supporting invoices and documentation.
3. ICS will provide a safe and healthy environment during the implementation of this project, free of tobacco, alcohol, drugs and violence.
4. ICS will maintain copies of all program documentation and publicity and will provide these to the Neighborhood Services Department Project Manager if requested.

Budget - City of Oceanside - OCSP Gang Prevention and Intervention Program
Interfaith Community Services - Contracted Services

Transitional Youth Academy

Contract period - October 1, 2009 through September 30, 2011 (2 Years)

<u>Personnel</u>	<u>Computation</u>	<u>Cost For 2 years</u>	<u>Annual Cost</u>
<u>Position</u>			
Position 1 - Full- Time Master's Level Behavioral Health Clinician @ \$42,300 Annually	42,300 x 2	\$ 84,600.00	\$ 42,300.00
Position 2 - 0.5 FTE Master's Level Behavioral Health Clinician @\$21,300 Annually	21,300 x 2	\$ 42,600.00	\$ 21,300.00
Personnel Total		\$ 127,200.00	\$ 63,600.00
<u>Fringe Benefits -</u>			
Position 1 - Benefits for FTE Masters Level Behavioral Health Clinician @24%	42,300 x 24% x 2	\$ 20,304.00	\$ 10,152.00
Position 2 - Benefits for 0.5 FTE Masters Level Behavioral Health Clinician @12%	21,300 x 12% x 2	\$ 5,112.00	\$ 2,556.00
Fringe Benefits Total		\$ 25,416.00	\$ 12,708.00
Total Annual Budget		\$	\$ 76,308.00
Total Contract Budget 10-1- 2009 through 9-30-2011		\$ 152,616.00	