

# STAFF REPORT



ITEM NO. **15**

CITY OF OCEANSIDE

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DATE: August 2, 2006

TO: Honorable Mayor and City Councilmembers

FROM: Neighborhood Services Department

SUBJECT: **APPROVAL OF A BUDGET APPROPRIATION OF \$60,000 FROM THE TRUST DEPOSIT FOR CONDOMINIUM CONVERSION FEES TO THE WOMEN'S RESOURCE CENTER FOR SUPPORT OF THE TRANSITIONAL HOUSING FACILITY; APPROVAL OF A NINE-MONTH PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OCEANSIDE AND WOMEN'S RESOURCE CENTER FOR USE OF THE CONDOMINIUM CONVERSION FEE FUNDS TO OPERATE A 23-UNIT TRANSITIONAL HOUSING PROGRAM**

## SYNOPSIS

Staff recommends that the City Council approve a budget appropriation in the amount of \$60,000 from the Trust Deposit for Condominium Conversion Fees to the Women's Resource Center for support of the Transitional Housing Facility; approve a professional services agreement with the Women's Resource Center for use of the funds to operate a 23-unit transitional housing program from October 1, 2006, through June 30, 2007; and authorize the City Manager to sign and execute the agreement.

## BACKGROUND

Until 2005 the Women's Resource Center (WRC) in Oceanside annually received approximately \$85,000 in Emergency Shelter Grant (ESG) funds from the State of California Housing and Community Development (HCD) Department to operate a 23-bed transitional housing facility. ESG funds are distributed by the U.S. Department of Housing and Urban Development (HUD) to entitlement cities and to states for programs to serve homeless individuals and families with essential services, and to support programs to prevent homelessness. In 2004, the City of Oceanside became an ESG entitlement city and receives approximately \$80,000 each year. The City Council allocates the City ESG funds as part of the approval of the annual Action Plan of the five-year Consolidated Plan. The City Council has allocated ESG funds to North County Solutions for Change for transitional housing, Bread of Life Ministries for a winter shelter program, and Interfaith Community Services for prevention of homelessness.

The Women's Resource Center applied in 2005 for renewal of the federal ESG funding which had been granted to the Center from funds allocated to the State of California. The Center was notified that since the City was now an ESG entitlement city, agencies located in the City could not apply for ESG funds from the State. Agencies that are

located in entitlement jurisdictions – cities that receive ESG funds directly from HUD - are not eligible to apply to the State for such funds. Neither the WRC nor the City had been aware of this provision. Both the City and WRC appealed the ruling to the State HCD and to HUD, but could not gain a favorable ruling, leaving the WRC facing a funding shortfall for 2005-06 of approximately \$85,000. The City Council approved an allocation of \$80,000 from the Trust Deposit for Condominium Conversion Fees to cover most of this shortfall for one year, October 1, 2005, through September 30, 2006.

The City collects condominium conversion fees under Article 31 of the Oceanside Zoning Ordinance when apartment buildings are converted to for-sale condominium units. The funds are deposited in the City’s Trust Fund accounts for rental housing programs. Use of funds to support transitional housing programs is an eligible activity.

**ANALYSIS**

Neither the City nor the Women’s Resource Center was aware of the provision that would prevent the Center from receiving ESG funds from the State, once the City was an ESG entitlement City. By the time the City and WRC understood the restriction, all FY 2005-06 ESG and Community Development Block Grant (CDBG) funds had been allocated. The City Council allocated all FY 2006-07 ESG and CDBG funds on May 3, 2006. The funds allocated by the City to the WRC for 2005-06 will end September 30, 2006; the WRC has been unable to identify sufficient replacement funds for 2006-07.

The transitional housing facility operated by the WRC provides 23 units of shelter for previously homeless families. The facility primarily, though not exclusively, serves families who have been victims of domestic violence. The City has supported both the emergency shelter and transitional housing facilities with CDBG and HUD Supportive Housing Program funds. The transitional housing facility and WRC offices are located in a building owned by the City and leased to the WRC; the building was acquired and rehabilitated by the City with both federal and local funds. An appropriation of condominium conversion fees to the WRC will require a professional services agreement between the City and the WRC; the scope of work in this agreement will reflect the goals, objectives and performance measurements that had been included in the agreement between the WRC and CA HCD for use of State ESG funds.

**FISCAL IMPACT**

The Trust Deposit for Condominium Conversion Fees (284.2510.03510) has an available balance of approximately \$494,301 as of June 28, 2006. Staff is recommending approval of a budget appropriation in the amount of \$60,000 to Women’s Resource Center Transitional Housing (284.294790.5374).

The City receives two percent of the sales price when condominium units are sold, so the City anticipates receiving additional funds in the next two years. Allocation of funds to the Women’s Resource Center has no effect on the General Fund and is not a commitment for continued support with condominium conversion fees. The funds will be for a nine-month period to align this allocation with the CDBG and ESG programs. Neighborhood Services Department staff will work with the Women’s Resource Center,

ESG subrecipients, and other providers of housing and services to homeless individuals and families to work out an equitable distribution of funds available for such services.

**COMMISSION OR COMMITTEE REPORT**

The Housing Commission at their June 27, 2006, meeting recommended that the City Council approve the appropriation of funds in the amount of \$60,000 and nine-month professional services agreement with the Women’s Resource Center.

**INSURANCE REQUIREMENTS**

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.

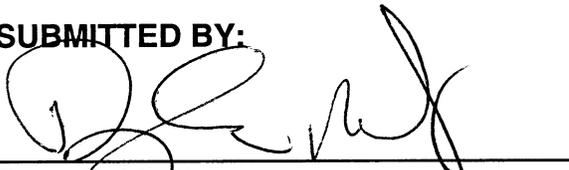
**RECOMMENDATION**

Staff recommends that the City Council approve a budget appropriation in the amount of \$60,000 from the Trust Deposit for Condominium Conversion Fees to the Women’s Resource Center for support of the Transitional Housing Facility; approve a professional services agreement with the Women’s Resource Center for use of the funds to operate a 23-unit transitional housing program from October 1, 2006, through June 30, 2007; and authorize the City Manager to sign and 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

  
\_\_\_\_\_

Margery M. Pierce, Director of Neighborhood Services

  
\_\_\_\_\_

Nita McKay, Director of Financial Services

  
\_\_\_\_\_

**ATTACHMENTS**

1. Professional Services Agreement with Women’s Resource Center
2. Housing Commission Recommendation Report

**CITY OF OCEANSIDE**

**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: Women's Resource Center Transitional Housing Facility**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and WOMEN'S RESOURCE CENTER, hereinafter designated as "CONSULTANT".

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

1. **SCOPE OF WORK.** The scope of work is more particularly described in Attachment A, attached hereto and incorporated herein by reference. Services shall consist of providing transitional housing and supportive services to previously homeless families with children, with the goal that the families can become independent and self-sufficient. All work shall be completed no later than June 30, 2007, subject to provisions of Section 8 below.
  
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's Director of Neighborhood Services. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
  
3. **NONDISCRIMINATION POLICY**
  - 3.1 CONSULTANT shall not on the ground of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance exclude any person from participation in, deny any person the benefits of, or subject any person to discrimination under any program or activity funded in whole or in part with City funds.
  
  - 3.2 CONSULTANT shall not under any program or activity funded in whole or in part with City funds, on the ground of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance:
    - 3.2.a Deny any facilities, services, financial aid or other benefits;
  
    - 3.2.b Provide any facilities, services, financial aid or other benefits that are different or are provided in a different form from that provided to others;
  
    - 3.2.c Subject to segregated or separate treatment in any facility in, or in any matter of

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process related to receipt of any service or benefit;

- 3.2.d** Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits;
- 3.2.c** 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. WORKER'S 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 Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
- 5. LIABILITY INSURANCE.**

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

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

<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 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.

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- 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 Sixty Thousand dollars (\$60,000), in accordance with the budget described in Attachment B, attached hereto and incorporated herein by reference.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Director of Neighborhood Services. CONSULTANT shall also obtain approval by the 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 this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed by June 30, 2007, unless extended in writing by City's Director of Neighborhood Services.
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.

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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 \_\_\_\_\_, 2006.

WOMEN'S RESOURCE CENTER

CITY OF OCEANSIDE

By: Marva Bledsoe

By: \_\_\_\_\_

Marva Bledsoe, Executive Director  
Women's Resource Center

Barry E. Martin,  
Interim City Manager, City of Oceanside

95-2932237  
Employer Identification Number

**(Notary acknowledgement of Consultant must be attached)**

APPROVED AS TO FORM:

Barbara Hamilton, ASST.

City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Diego

On \_\_\_\_\_ before me, M. Reyes Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Marva Bledsoe  
Name(s) of Signer(s)

- 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.

WITNESS my hand and official seal.

Place Notary Seal Above

M. Reyes  
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.*

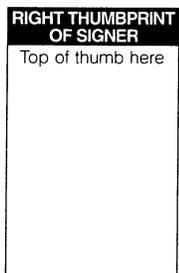
**Description of Attached Document**  
Title or Type of Document: Professional Svc. Agreement

Document Date: blank Number of Pages: 8

Signer(s) Other Than Named Above: \_\_\_\_\_

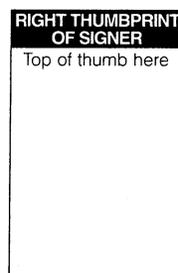
**Capacity(ies) Claimed by Signer(s)**

- 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: \_\_\_\_\_

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ATTACHMENT A

**SCOPE OF WORK**

**CONTRACT PERIOD:** October 1, 2006 to June 30, 2007

**SUBRECIPIENT NAME AND ADDRESS:**

Women's Resource Center  
1963 Apple Street  
Oceanside CA 92054

**PROJECT NAME:** Transitional Housing Program

**PROJECT ADDRESS:** 1963 Apple Street, Oceanside CA

**PROJECT MANAGER:** Marva Bledsoe

**GOAL:** Enhance the potential of formerly homeless families for self-sufficiency through a transitional housing program that provides comprehensive essential services

**TARGET POPULATION:** Homeless families, and especially families with children

**PROJECT OBJECTIVES:**

1. Provide a safe, secure and stable housing environment in which residents can develop positive family life and deal with personal and/or family issues that threaten stability
2. Provide comprehensive case management for all residents including development and implementation of an action plan that leads to independent, self-sufficient living
3. Provide counseling, education and other essential services that enable residents to develop positive personal assets and the ability to cope with the challenges of everyday life

**OUTCOME MEASURE:** Adults and/or families leaving the transitional housing program have been prepared and are able to live independent, self-sufficient lives, including appropriate housing and employment, and are able to cope with issues of ordinary life.

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PAYMENT REQUEST

Payments will be made on a quarterly basis, upon the submittal of a payment request form, as provided:

1. CONSULTANT shall attach documentation of expenses to the payment request form, including copies of payroll records, invoices, and receipts.
2. The executive officer or director shall sign the payment request form, or shall submit a letter designating another person who is authorized to sign the payment request form.

PERFORMANCE REPORTS

A. QUARTERLY PERFORMANCE REPORT

The SUBRECIPIENT shall submit quarterly Performance Reports, as provided, by the 15th of the month following the end of each quarter. The quarterly reports shall be due on January 15<sup>th</sup> and April 15<sup>th</sup>. A final report shall be due July 30<sup>th</sup> with totals for the program period. The reports shall include:

1. The cumulative number of unduplicated households or persons that have received services during the quarter;
2. A demographic breakdown of the reported households or persons, in the following categories: income level (very low, low, moderate), race (white, African-American, Asian/Pacific Islander, Native American and other), whether Hispanic or non-Hispanic, and female-headed households.

B. FINAL EVALUATION REPORT

Within 30 days following contract termination, CONSULTANT shall submit a final evaluation report that includes:

1. A brief narrative description of the project and accomplishments during the program year, and analysis of anticipated outcomes for participants.
2. An analysis of the program objectives, progress toward meeting those objectives, and an explanation of any problems or delays that occurred.
3. Other funds and resources that were leveraged with the CITY funds, volunteer and in-kind resources that were used on the project, and collaboration or support by other organizations or businesses.

**PROJECT BUDGET**

SUBRECIPIENT shall expend funds in accordance with the Project Budget, Exhibit B, attached.

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ATTACHMENT B

**BUDGET**

**Organization:** Women's Resource Center

**Project Name:** Transitional Housing Program 10/01/2006 – 6/30/2007

BUDGET ITEM	City Funding	OTHER Funding	SOURCE Of Other Funds	PROJECT BUDGET
Essential Services	\$ 17,500			
Operations	\$ 36,000			
Supervisory Shelter Administration	\$ 6,000			
Administration	\$ 500			
<b>TOTALS</b>	<b>\$60,000</b>			

TO: OCEANSIDE CITY COUNCIL  
FROM: HOUSING COMMISSION  
RE: \$60,000 ALLOCATION TO WOMEN'S RESOURCE CENTER  
DATE: JUNE 27, 2006

THE HOUSING COMMISSION RECOMMENDS THAT THE CITY COUNCIL APPROVE AN ALLOCATION OF \$60,000 FROM THE CONDOMINIUM CONVERSION TRUST FUND FEES TO THE WOMEN'S RESOURCE CENTER AND APPROVE AN AGREEMENT FOR THE OPERATION OF THE 23-UNIT TRANSITIONAL HOUSING FACILITY FROM OCTOBER 1, 2006 TO JUNE 30, 2007.

CAMP	YES
COOPER	YES
FARMER	YES
HUSKEY	YES
MEYER	ABSENT
OLINSKI	YES
PARKER	YES
SORENSEN	YES

ALTERNATES	
SAIZ	YES