

STAFF REPORT*CITY OF OCEANSIDE*

DATE: September 10, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Neighborhood Services Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH NORTH COUNTY LIFELINE FOR THE ASP YOUTH DEVELOPMENT PROGRAM AT CROWN HEIGHTS COMMUNITY CENTER**

SYNOPSIS

Staff recommends that the City Council approve A Professional Services Agreement (PSA) in the amount of \$60,000 with North County Lifeline for the ASP Youth Development Program at Crown Heights Resource Center; and authorize the City Manager to execute the agreement.

BACKGROUND

In Fiscal Year 2013-2014, Oceanside Community Safety Partnership (OCSP) applied for California Gang Reduction, Intervention and Prevention (CalGRIP) state funds in an effort to maintain funding for crucial after school youth development programs in the neighborhoods of Crown Heights, Eastside and Libby Lake. The application was not funded, causing a shortage of funds to sustain the gang prevention and intervention programs for FY 2014-2015. OCSP has identified this program as a crucial resource for these neighborhoods in the City's efforts to combat gangs, drugs and youth violence in Oceanside. The City Manager submitted a proposal to the City Council on June 2, 2014, identifying the allocation of funds to assist North County Lifeline in sustaining the gang prevention and intervention programs for FY 2014-2015 in Crown Heights while continuing efforts to secure future state or federal funding. On June 11, 2014, the City Council approved the City Operating Budget (Resolution No.14-R0334-1) which included the allocations for funding to North County Lifeline.

ANALYSIS

The PSA will sustain existing gang prevention/intervention programs for Oceanside youth under the age of 18 in the high risk neighborhood of Crown Heights with a current gang injunction. The program provides youth ages 6-18 years with various programming and evidence-based curricula including life skill development, service learning, academic improvement, and gang prevention education. This program was previously

funded by county and state government sources. 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 Club Crown Heights Youth Development Program at the Crown Heights Resource Center from July 1, 2014, through June 30, 2015. Scope of work, budget details and reporting requirements are included in the PSA.

FISCAL IMPACT

The total cost of this agreement is \$60,000. The FY 2014-2015 Chavez Resource Center operating budget includes \$60,000 in account 900876000101.5395.0015 – NoCo Lifeline-Crown Heights. The funding source for this agreement is the General Fund. North County Lifeline will submit monthly invoices to the Neighborhood Services Department. North County Lifeline will submit quarterly progress reports.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve a Professional Services Agreement in the amount of \$60,000 with North County Lifeline for the Youth Development Program at Crown Heights Resource Center; and authorize the City Manager to execute the agreement.

PREPARED BY:



Maria Yanez
Management Analyst

SUBMITTED BY:



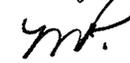
Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager



Margery M. Pierce, Director, Neighborhood Services



James R. Riley, Director, Financial Services



Attachments: Professional Services Agreement - North County Lifeline

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: NORTH COUNTY LIFELINE ASP YOUTH DEVELOPMENT PROGRAM "Club Crown Heights" AT 1210 DIVISION STREET "Crown Heights Resource Center"

THIS AGREEMENT, dated July 7, 2014 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 LIFELINE, a nonprofit community benefit organization, hereinafter designated as "CONSULTANT."

The purpose of this agreement is to describe the NORTH COUNTY LIFELINE (NCL) ASP Youth Development program services that CONSULTANT will provide at the City of Oceanside's La Casita Crown Heights at 402 Brooks Street for the period from July 1, 2014 through June 30, 2015.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** CONSULTANT will implement the NCL ASP Youth Development program at the La Casita Crown Heights from July 1, 2014, through June 30, 2015 as described below.
 - CONSULTANT will implement the North County Lifeline Youth Development Program (YDP) at the Crown Heights Resource Center, providing service to a minimum of 50 youth ages 12-17 years from July 1, 2014 through June 30, 2015.
 - CONSULTANT will provide Community Assessment TEAM (CAT) services to a minimum of 30 youth ages 12-17 years from July 1, 2014 through June 30, 2015.
 - CONSULTANT will provide Bright Futures curriculum training to 30 youth ages 12-18 years in the Crown Heights and Eastside areas from July 1, 2014 through June 30, 2015.
 - CONSULTANT will participate in monthly Oceanside Community Partnership meetings and provide monthly update of progress and/or completion of program goals and objectives.
 - CONSULTANT will implement programs as more particularly described in the "Scope of Work", attached hereto and incorporated herein as Exhibit A.

2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority,

**NCL YOUTH DEVELOPMENT PROGRAM "Club Crown Heights"
AT CROWN HEIGHTS RESOURCE CENTER**

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 Oceanside City Manager. 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. **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.

4. **LIABILITY INSURANCE.**

4.1. 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.

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

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 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 CONSULTANT under this Agreement.

**NCL YOUTH DEVELOPMENT PROGRAM "Club Crown Heights"
AT CROWN HEIGHTS RESOURCE CENTER**

- 4.3** 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. CONSULTANT shall also notify the CITY 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.
- 4.4** 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.
- 4.5** 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-VII or higher by A.M. Best.
- 4.6** CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement 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.
- 4.7** CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8** 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.
- 4.9** 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.

**NCL YOUTH DEVELOPMENT PROGRAM "Club Crown Heights"
AT CROWN HEIGHTS RESOURCE CENTER**

5. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, 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 or 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.
6. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of Sixty thousand dollars (\$60,000.00) 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 and accompanied by supportive documentation of expense. CONSULTANT'S Executive Director shall sign the payment request form, or shall submit a letter to City designating another person 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 of Oceanside City Manager. CONSULTANT shall obtain approval by the City of Oceanside City Manager prior to performing any work that results in incidental expenses to CITY .
7. **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 Neighborhood Services Director no later than June 30, 2015.
8. **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.

**NCL YOUTH DEVELOPMENT PROGRAM "Club Crown Heights"
AT CROWN HEIGHTS RESOURCE CENTER**

9. **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.

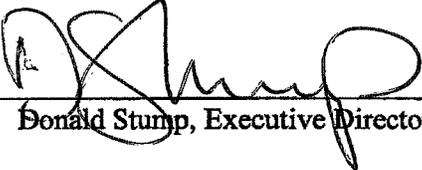
10. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
11. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

**NCL YOUTH DEVELOPMENT PROGRAM "Club Crown Heights"
AT CROWN HEIGHTS RESOURCE CENTER**

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 LIFELINE

By: 
Donald Stump, Executive Director

CITY OF OCEANSIDE

By: _____
Steve Jepsen, City Manager

95-2794253 115336844
Employer ID Number DUNS 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 JULY 24, 2014 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/hers/their authorized capacity(ies), and that by his/hers/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 [Handwritten 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: PROFESSIONAL SERVICES AGREEMENT

Document Date: JULY 7, 2014 Number of Pages: 6

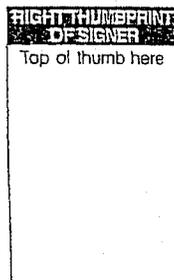
Signer(s) Other Than Named Above: STEVE JENSEN + CHIEF ATTORNEY

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: _____



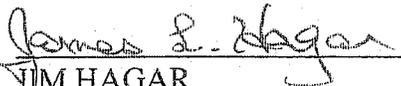
December 16, 2013

The Board of Directors of North County Lifeline, Inc. (also known as "Lifeline Community Services") authorizes Donald Stump, Executive Director, to submit proposals on behalf of North County Lifeline for services provided under the mission statement of "building self-reliance among youth, individuals and families through problem solving, skill building and accessible community-based services."

The Board of Directors further authorizes Donald Stump, Executive Director, to be the designated representative of North County Lifeline, and as such, has authorization to negotiate and contractually bind the agency.

This authorization to request funds and serve as the authorized official is granted on behalf of Lifeline's offices, located at 3142 Vista Way, Suite 400, Oceanside, CA 92056; 200 Michigan Avenue, Vista, CA 92084; and 707 Oceanside Blvd., Oceanside, CA 92054.

The Board of Directors of North County Lifeline adopted this resolution on December 16, 2013 at a regularly scheduled meeting. There were 8 ayes and 0 noes, with the resolution carrying. This resolution will remain in effect until January 31, 2015.



JIM HAGAR
President, Board of Directors
North County Lifeline, Inc.

**NCL YOUTH DEVELOPMENT PROGRAM AT
CROWN HEIGHTS RESOURCE CENTER**

**ATTACHMENT A
SCOPE OF WORK**

A. NORTH COUNTY LIFELINE RESPONSIBILITIES

North County Lifeline (NCL) shall perform the following services for the City of Oceanside under this agreement for the contract period from July 1, 2014 through June 30, 2015:

PROGRAM OBJECTIVES:

1. NCL will implement the Youth Development Program (YDP) at the City of Oceanside's Crown Heights Community Resource Center for the period from July 1, 2014 through June 30, 2015, providing services to a minimum of 50 youth ages 12 to 17. YDP Prevention and Early Intervention Services will be directed to youth ages 12 to 17 years, who are at high risk of gang behavior, affiliation and/or involvement due to familial ties to gangs and community-based risk factors such as poverty, high crime rates, and poor educational attainment.
2. NCL will provide early intervention *Triple E model* services (Employment, Education and Civic Engagement) to a minimum of 30 program youth, to directly address the key resiliency needs of youth at-risk for juvenile justice system and gang involvement.
3. NCL will provide Community Assessment TEAM (CAT) services to a minimum of 30 youth ages 12-17 years in the Crown Heights area.
4. NCL will provide Bright Futures financial Literacy training to 30 youth ages 12-17 years in the Crown Heights and Eastside areas.
5. NCL will provide 15 hours of Life Skills training to 30 youth ages 12-17 in the Crowne Heights area.

PROGRAM OUTCOMES:

- 80% of all program youth will demonstrate increased academic achievement as defined by improved grades, school attendance, and disciplinary action.
- 70% of all youth will not enter or re-enter the juvenile justice system as measured by ARJIS checks (12 months from start of program).
- 80% of Early Intervention youth assessed will increase their risk and resiliency scores on the SDRRC from intake to graduation.

**OCEANSIDE GRIP 2013 PROJECT
NCL YOUTH DEVELOPMENT PROGRAM AT
CROWN HEIGHTS COMMUNITY RESOURCE CENTER**

6. NCL staff responsible for program management and reporting for the YDP services at the Crown Heights Community Resource Center and CAT services provided under this agreement will meet with the Neighborhood Services Department Management Analyst responsible for grant coordination (hereinafter referred to as "Grant Coordinator") on a quarterly basis to review progress.
7. NCL will submit written quarterly progress reports to the Grant Coordinator, including progress on grant program objectives and outcomes and any other information required to meet grant reporting requirements.
8. NCL will submit monthly invoices for authorized grant expenses to the Grant Coordinator with supporting documentation for any expenses claimed. NCL budget is described in the program budget attached. (Attachment B)
9. NCL will maintain copies of program documentation and publicity and will provide these to the Grant Coordinator if requested.
10. NCL will provide a safe and healthy environment during the implementation of all project activities, free of tobacco, alcohol, drugs, and violence.
11. A NCL staff member will attend monthly Oceanside Community Safety Partnership Steering Committee meetings and provide a verbal report of progress on grant activities.

B. CITY OF OCEANSIDE RESPONSIBILITIES

1. CITY will provide funding of \$60,000 through the City of Oceanside's General Funds FY2014-15 for program services described in this agreement. Funds will be paid in a timely manner in response to complete and accurate monthly invoices submitted by NCL
2. CITY will provide space at the Crown Heights Community Resource Center for use by NCL for YDP and associated grant activities at no charge to NCL during program hours. All maintenance, repair, and utility costs at this site will be the responsibility of City.
3. CITY staff will assist NCL with community outreach to promote attendance in the programs described in this agreement.
4. City Grant Coordinator will meet with NCL staff on a quarterly basis to review program goals, objectives, and reporting requirements.

North County Lifeline - YDP

12 months = 52 weeks	BUDGET	MATCH	TOTAL
Youth Leader-\$22.95 hr x 16 hrs/wk x 52 wks	\$19,094.40		\$19,094.40
Youth Specialist -\$14.00 hr x 20 hrs/wk x 52 wks	\$7,280.00	\$7,280.00	\$14,560.00
Youth Development Supervisor - \$23.05/hr x 8 hrs/wk x 52 wks	\$4,794.40	\$4,794.40	\$9,588.80
Youth Programs Director -\$35.65/hr x 4 hrs wk x 52 wks	\$3,707.60	\$3,707.60	\$7,415.20
AED of Programs -\$50.41 hr x 4 hrs/wk x 52 wks	\$5,242.64	\$5,242.64	\$10,485.28
CAT Intake Worker - \$16.58/hr x 8 hrs/wk x 52 wks		\$6,897.28	\$6,897.28
CAT Team Specialist - \$20.17/hr x 8 hrs/wk x 52 wks		\$8,390.72	\$8,390.72
CAT Case Manager - \$18.52/hr x 8 hrs/wk x 52 wks		\$7,704.32	\$7,704.32
Admin Assistant - \$14.00 x 4 hrs/wk x 52 wks		\$3,040.96	\$3,040.96
Sub Total Wages & Salaries	\$40,119.04	\$47,057.92	\$87,176.96
Fringe (24% of \$40,119.04) FICA, SUI, WC, H/D/V, Clearances	\$9,628.57	\$10,442.08	\$20,070.65
Personnel Total	\$49,747.61	\$57,500.00	\$107,247.61
Non-Personnel			
Participant Training and Education (\$150/mo X 12 mos)	\$1,700.00	\$100.00	\$1,800.00
Small Incentives (\$150/mo X 12 mos)	\$1,200.00	\$600.00	\$1,800.00
Mileage Reimbursement (417.36 miles/mo X 0.85 FTE X 12 mos X \$.055/mile)	\$2,341.39		\$2,341.39
Consumable Office Supplies/Postage/Copier (\$150/mo X 12 mos)	\$1,200.00	\$600.00	\$1,800.00
Office Rent & Maintenance (800 sq ft X \$0.25/sg ft/mo X 12 mos)	\$1,200.00	\$1,200.00	\$2,400.00
Equipment Rent/Lease/ Purchase (\$150/mo X 0.85 FTE X 12 mos)	\$1,530.00		\$1,530.00
Telephone (\$50/mo X 0.85 FTE X 12 mos)	\$510.00		\$510.00
Utilities (\$56/mo X 0.85 FTE X 12 mos)	\$571.00		\$571.00
Non-Personnel Total	\$10,252.39	\$2,500.00	\$12,752.39
Grant Total	\$60,000.00	\$60,000.00	\$120,000.00