City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:

Matthew Fertal

From:

Kimberly Huy

Dept.:

City Manager

Dept.:

Community Services

Subject: ILLUMINATION FOUNDATION

Date:

December 8, 2009

AGREEMENT FOR THE

HOMELESS FAMILIES PROGRAM

OBJECTIVE

To request that City Council approve the Agreement with Illumination Foundation for a six-month period for the continued operation of the Homeless Program at the Magnolia Park Family Resource Center.

BACKGROUND

In July 2002, the Community Services Department was awarded funding by the Orange County Children and Families Commission (OCCFC) through Proposition 10 for a Health Care Access Program located at the Magnolia Park Family Resource Center (MPFRC). Since July 2007, this grant has included funding for MPFRC to operate as the lead agency for a Homeless Families Project, which provides case management to coordinate services for homeless families with the goal of moving families to self-sufficiency. The total amount of funding for this program is \$110,000 for services provided from July 1, 2009, through June 30, 2010.

DISCUSSION

In August 2009, City staff was informed that the Agreement with OCCFC would not be renewed for the Homeless Families Project after June 30, 2010. A coordinator and eligibility technician at the MPFRC have been providing these services. However, in light of the program funding ending, both employees have resigned from their positions. As there are only six months remaining in the current Agreement, and the funding will not be renewed, staff is proposing to contract with the Illumination Foundation to provide these services for the remainder of the Agreement through June 30, 2010.

FINANCIAL IMPACT

There will be no fiscal impact to the City, as the project is funded by the Orange County Children and Families Commission grant.

ILLUMINATION FOUNDATION AGREEMENT FOR THE HOMELESS FAMILIES PROGRAM December 8, 2009 Page 2

COMMUNITY VISION IMPLEMENTATION

The funding received through the OCCFC grant allows the Magnolia Park Family Resource Center to provide case management services to families in Garden Grove and surrounding communities. This is in keeping with one of the goals of the Community Vision, which is, "seek to foster creative cooperative efforts to address community issues."

RECOMMENDATION

It is recommended that City Council:

- Approve the attached Agreement with Illumination Foundation, and
- Authorize the City Manager to sign and execute the Agreement, including making any modifications during the Agreement period for the operation and implementation of the services.

Recommended for Approval

City Manager

KIMBERLY HUY

Director

By:

Janet Pelayo

Administrative Analyst

Attachment: Agreement between Illumination Foundation and the City of Garden

Grove

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this	day of			2009, b	y the	CITY
OF GARDEN GROVE, a municipal	corporation,	("CITY") a	and I	llumination	Found	lation
here in after referred to as "CONTF	RACTOR".					

RECITALS

The following recitals are a substantive part of this Agreement:

- 1. This Agreement is entered into pursuant to Garden Grove Council authorization dated _______
- 2. CITY desires to utilize the services of CONTRACTOR to serve as subcontractor of CITY under the agreement with the Children and Families Commission of Orange County to provide services for the Motel Families/Homeless Program at the Magnolia Park Family Resource Center.
- 3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. <u>Term and Termination</u>. The term of the agreement shall be for the period from January 1, 2010 through June 30, 2010. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with fee schedule (Attachment "A"). Contractor is required to present evidence to support performed work completion.
- 2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal (Attachment A) and in accordance with the Milestones (Attachment B). The Proposal and Milestones is attached and is hereby incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
- 3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 <u>AMOUNT</u>. Total Compensation under this agreement shall not exceed **forty six thousand six hundred and forty dollars (\$46,640)** for services provided under this Agreement, with a monthly budget of seven thousand seven hundred and seventy-three dollars (\$7,773).

- 3.2 <u>Payment</u>. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 <u>Termination</u>. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 <u>COMMENCEMENT OF WORK.</u> CONTRACTOR/CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 <u>WORKERS COMPENSATION INSURANCE</u>. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 <u>INSURANCE AMOUNTS</u>. CONTRACTOR/CONSULTANT shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence: claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit: claims made and modified occurrence policies are <u>not</u> acceptable; Insurance companies must be acceptable to CITY and have a Best's

Guide Rating of A-, Class VII or better, as approved by the CITY.

Professional liability in an amount not less than (c) \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) vears from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

5. Non-Liability of Officials and Employees of the City. No official or employee of CITY shall be personally liable to CONTRACTOR in the event of

any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

- Mon-Discrimination. CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
- 7. <u>Independent Contractor</u>. It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
- 8. <u>Compliance with Law</u>. CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
- 9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (CONTRACTOR)
 Illumination Foundation
 780 Roosevelt
 Irvine, CA 92620
 - b. (Address of City Purchasing)
 City of Garden Grove
 11222 Acacia Parkway
 Garden Grove, CA 92840

(with a copy to): Garden Grove City Attorney 11222 Acacia Parkway Garden Grove, CA 92840

- 10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
- 11. <u>Licenses, Permits, and Fees</u>. At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
- 12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

- 13. <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement.
- Limitations Upon Subcontracting and Assignment. The experience, 14. knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
- 15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
- CONTRACTOR agrees to protect, defend, and hold 16. Indemnification. harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way of the Agreement by CONTRACTOR, with performance connected CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

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(Agreement Signature Block On Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below. "CITY" Date: _____ **CITY OF GARDEN GROVE** City Manager ATTESTED: **City Clerk** Date: _____ "CONTRACTOR" **Illumination Foundation** By: _____ Name: ______ Title: _____ Date: Tax ID No. If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY. APPROVED AS TO FORM: Garden Grove City Attorney

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date:	"CITY" CITY OF GARDEN GROVE
ATTESTED:	City Manager
City Clerk	
Date:	
	"CONTRACTOR" Illumination Foundation
	By: Sac L
	Name: Paul Cer
	Title: Executive Virector
	Date: <u>Dec 1, 2009</u>
	Tax ID No. <u>95-2</u> 021700
	Valuntaer Center Overry Count
	Corporate Resolution and/or Corporate
	Seal is required. If a partnership, Statement of Partnership must be
	submitted to CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

"ILLUMINATING THE LIVES OF FAMILIES AND CHILDREN TO BREAK THE CYCLE OF HOMELESSNESS"

November 30, 2009

Ms. Claudia Valdivia Senior Administrative Analyst City of Garden Grove P.O. Box 3070 Garden Grove, CA 92842

Re:

Subcontract under Children & Families Commission of Orange County

Agreement No. FCI-P6-08

Dear Ms. Valdivia:

We are pleased to submit our proposal to act as a subcontractor to the City of Garden Grove under its Agreement No. FCI-P6-08 with the Children & Families Commission of Orange County.

Scope of work:

Complete the remaining milestones under the Work Plan

Modifications as attached to the letter dated August 23, 2009 from

the Children & Families Commission of Orange County

Budget:

Monthly budget of \$7,773 (total six-month budget of \$46,640) – see

Exhibit A

Job descriptions: As attached in Exhibit B

We anticipate the starting date of this subcontract will be January 1, 2010.

We look forward to working with the City of Garden Grove and the Children & Families Commission of Orange County on this subcontract.

Sincerely,

Paul Leon

Executive Director

CC: Anna Brendle, Children's & Families Commission of Orange County

Exhibit A: Project Budget

FAMILY IS HOME - ILLUMINATION FOUNDATION Monthly Operating Budget

Personnel Expenses			onthly alary	nthly nefits	Total Monthly
Director of Program Operations	0.25	FTE	\$ 1,167	\$ 140	\$ 1,307
Program Coordinator	0.75	FTE	\$ 2,250	\$ 270	\$ 2,520
Case Manager	1.00	FTE	\$ 2,667	\$ 320	\$ 2,987
Subtotal Personnel Expenses					\$ 6,813

Project Supplies	Quantity	\$ p	er unit	Monthly Total
Educational materials	10	\$	5.00	\$ 50
Trainings				\$ 50
Office supplies (paper, printer ink, postage))			\$ 100
Bus passes	20	\$	4.00	\$ 80
Food gift cards	12	\$	10.00	\$ 120
Subtotal Project Supplies				\$ 400

Direct Project Expense

Mileage	350 x 2 people	700	\$ 0.55	\$ 385
Refreshments (Pare	ent groups, classes)			S 75
Resource fairs			 	
Telephone				\$ 100
Subtotal Program I	Expenses			\$ 560

Total Monthly Budget \$	1,113
Total 6 Months Budget \$	46.640



Exhibit B: Job Descriptions

Director of Program Operations: (0.25 FTE)

Responsibilities:

Assist with planning and attend outreach activities designed to reach parents living in motels who have children birth through age five; assist with development of marketing materials; supervise data collection and reports; assist with and make recommendations regarding planning, program development and budget considerations; work closely with Case Manager to identify community and families needs; coordinate staff training and development; and attend and provide input at Case Management Team Meetings.

Education and Experience:

Master's or Bachelor's degree in Human Services, Social Work, or related field from an accredited university; minimum of ten (10) years of experience working in the human services field

Program Coordinator: (0.75 FTE)

Responsibilities:

Plan and attend outreach activities designed to reach parents living in motels who have children birth through age five; recruit community service providers to participate in the Motel Families Collaborative; plan and conduct special events such as health and resource fairs; prepare and publicize marketing materials, including news releases, flyers and brochures to promote programs and services to community individuals and service organizations; perform public relations work including speaking publicly at various events, meetings, and locations; gather and maintain data; prepare written and oral reports; and perform other related duties as assigned.

Education and Experience:

Bachelor's degree in Human Services, Social Work, or related field from an accredited university; four (4) years of experience working in the human services field could be substituted for the education requirement



Individual Case Manager: (1.00 FTE)

Responsibilities:

Responsible for assessing needs and assisting families in crisis to access resources to meet those needs; coordinating participant's referrals, compiling and maintaining records; preparing reports; work with the participants to assess strengths to develop an individual case plan for each family/individual.

Minimum Qualifications:

Bachelor's degree in Human Services, Social Work, or related field from an accredited university; four (4) years of experience working the human services field be substituted for the education requirement; ability to work with diverse population; excellent written and verbal communication skills; bilingual in Spanish highly desired; and proficiency in English is required.

July 1, 2009 through June 30, 2010 (Motel Families)

			l	***************************************		n ⊆			
Contract Number	FCI-P6-08		n status, health roviding case ddress local	t Promotoras, support the s,	os Einedhe	Distribution	40%	35%	25%
Contact's Phone and Email	714-530-7617 claudiav@ci.garden-grove.ca.us		Utilizing the Family Resource Center platform, ProjectConnections.FRC Health Access' service delivery focuses on improving immunization status, health insurance enrollment, access to a medical home, delivering health assessments, bringing parent health education to the community, and providing case management services to children 0 – 5 and their families. ProjectConnections.FRC strengthens the ability of Family Resource Centers to address local	health issues and serve young families by increasing outreach to isolated families in Orange County through the use of culturally competent Promotoras, making more Public Health Nurses available to low-income communities, collaborating and triaging to link families with services needed to support the family and promote health using a systemic approach, and linking with local funding organizations to create new programs and partnerships.	gic Plan).		Improve the condition of Orange County families as gauged by the following socioeconomic indicators: Homelessness, Hunger, Poverty, Environmental Stability, Formal Education of Parents, Employment, Social canital/Sumort	Increase community awareness of and linkage to available services	Develop evaluation reports using appropriate and reliable indicators and communicate the results to the Commission its grantees and the Community
Work Plan Contact Name	Claudia Valdivia		FRC Health Access' servic assessments, bringing pare onnections.FRC strengther	solated families in Orange C inities, collaborating and tri with local funding organizati	om Commission's Strafe		Sufficiency for the state of th	Information and Referral	Program Evaluation
Project Name	ProjectConnections.FRC Family is Home Partnership (Motel Families)	Part II. Project Abstract (a short description of the project):	Center platform, ProjectConnections to a medical home, delivering health dren 0 – 5 and their families. ProjectC	ig families by increasing outreach to is lurses available to low-income comming a systemic approach, and linking	Part III. Goals, Outcomes, Indicators, and Objectives (Select from Commission's Strategic Plan):		Increased family self-sufficiency	Increased access to and availability of family support services and resources	Commission data supports decision making and program improvement
Part I. Organization / Collaborative Name	The City of Garden Grove	Part II. Project Abstract (a s	Utilizing the Family Resource insurance enrollment, access management services to child	health issues and serve young families by increa making more Public Health Nurses available to k family and promote health using a systemic appr	Part III. Goals, Outcomes, Ir		Strong Families Increa	Strong Families Incree	Capacity Building Commakir

July 1, 2009 through June 30, 2010 (Motel Families)

12/1/2009	οτιν	Target Date	6/30/10	6/30/10	6/30/10
Date of Draft:12/1/2009	Unger, Pov	Start Date		501010	
	lomelessness, h	F Target Quannity	Milestone acrieved by CGG	Outreach activities olasses	64 families reveive case management
	mic indicators.	GGG Target Quantity	1 Special Event	4 client outreach activities / classes	75 families receive case management
	socio-econo	Type	 		⊃
	Part IV. OBJECTIVE: Improve the condition of Orange County families as gauged by the following socio-economic indicators. Homelessness, Hunger, Poverty, Environmental Stability, Formal Education of Parents, Employment, Social Capital/Support	Method	Special event conducted. Use milestone notes to indicate contribution, progress, and results	Outreach activities are held as documented by announcements/ sign-sheets. Use milestone notes to indicate where outreach activities or classes are held, the topic(s) and the number of motel families with children 0-5 attending	Enroll families and provide case management. At start contract year, count current families enrolled in program (roll over caseload), in subsequent months count only new families enrolled to receive total client count for contract period.
	the condition of Orange County for Education of Parents, Employme	Description	Family is Home Team will organize or contribute to planning a special event targeting families with children 0-5 living in motels in Anaheim and Garden Grove	Family is Home Team will develop and conduct outreach activities and/or classes targeting families with children 0-5 living in motels in Anaheim and Garden Grove	Family is Home Team will provide case management for families with children 0-5 who have multiple needs and who are not receiving case management services from another agency
	OBJECTIVE: Improve ental Stability, Formal	Milestone Stategy Number 775	Outreach Efforts – Community Events/Celebratio ns/ Health Fairs	Outreach Efforts – Miscellaneous Outreach Efforts	Service Integration - Case Management – At Risk Families
	Part IV: Environm	Milesfone Numbër			က

July 1, 2009 through June 30, 2010 (Motel Families)

-							Date of Draft, 12/1/2003	2002
	Service	Family is Home Team will	Case management meetings	>	20 Case	15 Case	12/1/09	6/30/10
	Infegration - Case	convene case management	held as documented by sign-in		management	manadement		;
, 54	Management – At r	meetings at least twice	sheets, case files, Use		meetings	meetings		
	Risk Families	monthly to coordinate service	milestone notes to document		(5 mtgs			
		delivery	progress		already held)			

Part IV.	BJECTIVE FINGrease	Part IV DBJECTIVE Increase community awareness of and in	and Inkades to available services					
Milestone Number	Strategy	Description	Method	Type	CGG Target	IF Target	Start Date	Target
ဟ	Service Integration – Information and Referral	Family is Home Team will receive referrals from Motel Family Referral Partners and other service providers for families with children 0-5 who are living in motels. Meet eliqibility criteria,	Referrals are received and documented for service coordination and case management, or transfer to alternate provider if appropriate.		75 referrals received (16 already received)	S9 refera	12/1/09	6/30/10
9	Service Integration – Information and Referral	Family is Home Team will identify family needs while conducting assessments, identify appropriate community resources, and promote linkages.	Referrals are made and tracked, as documented by the follow-up log. Use milestone notes to track the type of referrals made.	ח	575 referrals made (172 referrals already made)	#08 eferrals made	12/1/09	6/30/10
L	Capacity BuildingHomeless Prevention	Family is Home Team will develop outreach activities to recruit appropriate service providers to join Motel Family Referral Partnership.	Outreach activities are conducted as documented in milestone notes.)	2 provider outreach activities	Milestone aonevedoby Ces	12/1/09	6/30/10
∞	Service Integration – Professional Coordination / Collaboration	Family is Home Team plans and convenes <i>monthly</i> meetings of the Motel Family Referral Partnership.	Meetings of the Motel Family Referral Partnership are held. Use milestone notes to document date, number of attendees and topic(s).) D	9 partnership meetings (3 meetings already attended)	6 partnership meanings	12/1/09	6/30/10

resc. /

July 1, 2009 through June 30, 2010 (Motel Families)

Date of Draft:12/1/2009

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ĮVe	Target Date	6/30/10			6/30/10				
antees and	Start Date Target	12/1/09			12/1/09				
ommission its gr	IF Target Quantify	Maulio 30% of mew	participants entered m	Mejao			uollejogejoo	WC56	
e results to the C	Type CGG Target	90% family participants	entered in CDOM		1 Annuai	report	sanimilea		
amunicale th	Type	D _C			n				
Part IV. OBJECTIVE: Develop evaluation reports using appropriate and reliable indicators and commission its grantees and the Gommission its grantees and the Gomminity, s.	Method	CDOM data is collected on an ongoing basis, and entered into	OCERS at least once a month. Ratio: # CDOMs entered / #	new families enrolled	Report to be submitted to	program lead, program	Commission office.	Report due: 6/30/2009	
evaluation reports using appropri	Description	Family is Home Team will collect CDOM forms on all	consenting families referred for case management	including related snapshots (as applicable) and SOQ data.	Family is Home Team will	develop progress reports to	successes, challenges and	progress towards achieving	program goals.
IBJECTIVE: Develop	Strategy	Service Integration –	Accountability Across Programs		Service	Integration – Program	Evaluation		
Part IV. OBJEC	Milestone Number	o			9				