

RESOLUTION NO. 17-98

**Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Execute A Funding Agreement With Emeryville Citizens Assistance Program In The Amount Of \$66,884.88 To Support Food And Clothing Distribution To The Homeless And Near-Homeless For Fiscal Year 2017-18**

**WHEREAS**, the Emeryville Citizens Assistance Program (ECAP) provides support for at-risk families and individuals by providing a daily food give-away, clothing, counseling services, and resource referrals for housing and personal needs; and

**WHEREAS**, ECAP and its predecessor organizations have provided these services in Emeryville since 1997; and

**WHEREAS**, in the past, the Emeryville Redevelopment Agency provided approximately \$50,000 per year to support the organization's mission; and

**WHEREAS**, due to the dissolution of redevelopment, the City began providing direct support by approving \$50,000 in assistance as part of its Fiscal Year 2012-13 Operating Budget; and

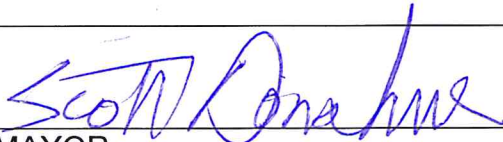
**WHEREAS**, the City provided direct support through Funding Agreements in the amount of \$53,436 for Fiscal Year 2013-14, \$57,700 for Fiscal Year 2014-15, \$57,500 for Fiscal Year 2015-16, and \$63,756 for Fiscal Year 2016-17 through its Operating Budget; and

**WHEREAS**, ECAP is requesting a total of \$66,884.88 in support for Fiscal Year 2017-18 to cover costs of the program's rent, utilities, and property tax; now, therefore be it


**RESOLVED**, that the City Council of the City of Emeryville authorizes the City Manager to execute the Community Grants Funding Agreement FY 2017-18 with Emeryville Citizens Assistance Program (attached and made a part of this resolution as Exhibit A) in the amount of \$66,884.88.

**ADOPTED** by the City Council of the City of Emeryville at a regular meeting held Tuesday, June 20, 2017, by the following vote:

AYES:	5	Mayor Donahue, Vice Mayor Bauters and Council Members Martinez, Medina and Patz
NOES:	0	
ABSTAIN:	0	
ABSENT:	0	

  
MAYOR

ATTEST:

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY



CITY OF EMERYVILLE

ORIGINAL

**CITY OF EMERYVILLE  
COMMUNITY GRANTS FUNDING AGREEMENT  
FY 2017 - 2018**

This Agreement is made on \_\_\_\_\_, 2017, between **THE CITY OF EMERYVILLE** (hereinafter "City"), and the **EMERYVILLE CITIZENS ACTION PROGRAM** (hereinafter "GRANTEE").

**SECTION ONE. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the terms and conditions for advancement of funds from the City of Emeryville Community Grants Program for fiscal year 2017-2018 (July 1, 2017 - June 30, 2018).

**SECTION TWO. DESCRIPTION OF PROJECT**

The City has programmed Sixty-six Thousand, Eight Hundred Eighty-four Dollars and Eighty-eight Cents (**\$66,884.88**) of the funds available in the FY 2017-2018 Community Grants Program to the GRANTEE. These funds are to be used by GRANTEE to conduct the project described in Attachment A ("Project").

**SECTION THREE. DISBURSEMENT OF FUNDS**

The City will disburse Sixty-six Thousand, Eight Hundred Eighty-four Dollars and Eighty-eight Cents (**\$66,884.88**) to the GRANTEE in twelve equal monthly installments of Five Thousand Five Hundred Seventy-Three Dollars and Seventy-four Cents (**\$5,573.74**) upon execution of this Agreement by the parties. Funds disbursed under this Agreement are to be expended during the 2017-2018 fiscal year for the Project described in Attachment A.

GRANTEE agrees to return to the City any funds not expended in the implementation of this Project within thirty (30) days after the earlier of the completion of the Project or the end of the fiscal year, June 30, 2017.

**SECTION FOUR. DOCUMENTATION OF REVENUE AND EXPENDITURES**

GRANTEE will submit a final report to the City by April 30, 2018, which itemizes the following: 1) actual Project revenue received, including, but not limited to, City grant funds, other agency grant funds, private and corporate donations, as well as any sales and 2) actual Project expenditures by line-item. This report shall be submitted as part of the monitoring requirements, as specified in Section Five.

All expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges.



GRANTEE will, for the duration of this Project and for three (3) years following completion of the Project, make available to the City or to an independent auditor appointed by the City, all records relating to Project performance and expenses incurred in implementing this Project.

#### **SECTION FIVE. MONITORING REQUIREMENTS**

GRANTEE shall submit a final report to the City which includes the following: 1) a financial report as specified in Section Four; 2) number of people and households served through all ECAP programs including, but not limited to, the food pantry program, clothing distribution, holiday drives, emergency shuttle transportation, Project 22, resource referrals, etc.; 3) copies of any promotional materials, newspaper articles, or other publicity; 4) current roster for Board of Directors; and 5) documentation of valid tax exempt status from the Internal Revenue Services and of active corporate status from the California Secretary of State. Failure to submit a final report according to Section Four or this Section may result the GRANTEE becoming ineligible for consideration in future funding cycles.

#### **SECTION SIX. INDEPENDENT CONTRACTOR**

The GRANTEE hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the City. The GRANTEE agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of consultants, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The GRANTEE agrees to be solely responsible for its own acts and those of its subordinates and employees during the life of this Agreement.

#### **SECTION SEVEN. INSURANCE**

1. Requirements: GRANTEE shall have and maintain in full force and effect for the duration of this Agreement, workers' compensation insurance insuring against claims for injuries to employees which may arise from or in connection with the performance of the Project by GRANTEE.

2. Minimum Limits of Insurance: GRANTEE shall maintain Workers' Compensation limits as required by the laws of the State of California and Employers Liability limits of not less than \$1,000,000 per accident.

No Workers' Compensation insurance shall be required if GRANTEE completes the following certification:

I certify that my business has no employees and that I do not employ anyone. I am exempt from the legal requirement to provide Workers' Compensation Insurance.

\_\_\_\_\_ (GRANTEE's initials)

3. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and are subject to approval by the City.

4. Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provision:

a. The insurer will agree to waive all rights of subrogation against the City, its representatives, officials, officers, employees, agents and volunteers for losses arising from work performed by the GRANTEE on the Project pursuant to this Agreement.

b. All Coverage

Each insurance policy required by this clause shall be endorsed to state that City will be provided thirty (30) days written notice of cancellation or material change in the policy language or terms.

5. Acceptability of Insurers: Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VII.

6. Verification of Coverage: GRANTEE shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this Agreement prior to the start of work on the Project. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by GRANTEE's insurer in its normal course of business. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. GRANTEE shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

7. Subcontractors: GRANTEE shall furnish separate certificates and endorsements for each subcontractor demonstrating that subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage required by this Agreement.

## **SECTION EIGHT. INDEMNIFICATION AND RELEASE**

To the fullest extent permitted by law, GRANTEE shall indemnify, defend, and hold harmless City and City's representatives, officials, officers, employees, agents and volunteers, from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including without limitation injury to or death of an



employee of GRANTEE), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and the costs of investigation, to the extent arising out of, pertaining to, or relating to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of GRANTEE or anyone directly or indirectly employed by them or anyone that they control, in connection with the Project or this Agreement, whether or not there is alleged to be concurrent negligence on the part of the City, but, to the extent required by law, excluding liability caused by the conduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for GRANTEE. This obligation to indemnify and defend the City, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

Further, GRANTEE hereby waives, releases, and discharges and agrees not to sue the City, their representatives, officials, officers, employees, attorneys, agents, and volunteers for any injury, death, or damage to or loss of personal property arising out of, pertaining to, or relating to, directly or indirectly, the Project or this Agreement.

Further, after consultation with its independent counsel, GRANTEE expressly waives any and all rights provided by the provisions of Section 1542 of the Civil Code of the State of California, which states that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR  
AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY  
HIM MUST HAVE MATERIALLY AFFECTED HIS RELEASE WITH THE  
DEBTOR.

By initialing in the space indicated, GRANTEE acknowledges, represents and warrants that it has carefully read this waiver, release and agreement not to sue and fully understands its contents and understands the significance and consequences of this waiver, and hereby assumes full responsibility for any damages or losses caused by this waiver. GRANTEE further acknowledges that it may hereafter discover facts in addition to, or different from, those that is known or believed by it to be true with respect to the claims hereby released. GRANTEE hereby agrees that it nonetheless intends to, and hereby does fully, finally, and forever, settle and release any and all such claims without regard to the subsequent discovery or existence of such different or additional facts. GRANTEE is aware that by initialing in the space below and signing this

Agreement; GRANTEE is giving up legal rights. GRANTEE understands this is a release of all liability and GRANTEE has signed it of its own free will.

\_\_\_\_\_ (GRANTEE's Initials).

#### **SECTION NINE. OTHER REQUIREMENTS**

Any individuals providing direct service to the City of Emeryville's Youth Recreation Program and/or through the Emery Unified School District as part of this Agreement must be fingerprinted by the Emeryville Police Department before initiating the Project.

#### **SECTION TEN. AMENDMENTS**

This Agreement may not be changed, modified, or rescinded except in writing and signed by all parties. Any attempt at oral modification of this Agreement shall be void and of no effect.

#### **SECTION ELEVEN. NOTICE**

Any notice which may be required under this Agreement shall be in writing and shall be given to the following addresses:

City of Emeryville:

Charles S. Bryant  
Community Development Director  
1333 Park Avenue  
Emeryville, California 94608

Grantee:

Nellie Hannon  
Contract Coordinator  
3224 Seminole Circle  
Fairfield, CA 94354

#### **SECTION TWELVE. ASSIGNMENTS**

This Agreement may not be assigned by GRANTEE without the prior written consent of the City.

#### **SECTION THIRTEEN. SEVERABILITY**

If any term or provision of this Agreement is in contravention of law or void as against public policy, the remainder of this Agreement shall remain in full force and effect.

#### **SECTION FOURTEEN. FORCE OF LAW**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

**SECTION FIFTEEN. DISPUTES**

In the event that either party institutes any actions, suit, or other dispute resolution proceeding based on this Agreement against the other party, the prevailing party is entitled to receive from the losing party all costs or expenses of the proceeding, including but not limited to reasonable attorney fees and court costs.

**Executed in Emeryville, California.**

**THE CITY OF EMERYVILLE  
A California Municipal Corporation**

By:

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Approved as to form:

Michael Quinn  
\_\_\_\_\_  
City Attorney

Date: 6/6/17

GRANTEE:

By:

Bobby Miller  
\_\_\_\_\_  
Authorized Signature

Date: 6/6/17

Operations Manager  
\_\_\_\_\_  
Title

Grantee's Name

Bobby Miller  
\_\_\_\_\_  
(Please type or print)



## **Programs Currently Provided by Emeryville Citizens Assistance Program/ECAP**

1. **Daily Food Give Away:** Fresh food is provided by Pak 'n Save, Safeway, Trader Joes, Whole foods, Panera Bread, Target, Orowheat, Costco, Pixar and many other surrounding donors.
2. **Clothing Program:** Distributed to people in need in order to prepare for job interviews, and properly clothe and dress neighborhood school children.
3. **Adopt-a-Family Referrals:** Referrals from schools and social workers and churches. We go in and clean up homes and make sure families have basic needs (furniture, beds, dinette table, dressers, etc.) met to give them a sense of dignity.
4. **Adopt-a-Block Program:** volunteers clean up yards, trash, etc. in the neighborhood as needed. This helps keep our streets clean and safe.
5. **Emergency Shuttle Service:** transportation provided to insure people get to their medical and other important appointments.
6. **Holiday Drives:** Thanksgiving food drives, Christmas gifts for children and Christmas Diner for families, seniors and homeless, back to school handouts.
7. **Resource Referrals:** volunteers help with filing SSI, welfare, social security forms, housing, counseling services, employment applications, job fairs, medical and dental care documents.
8. **Project 22:** a work program through the city of Oakland that partners with ECAP to provide community service hours in exchange for fine reductions due to the City of Oakland.
9. **Health Program:** Healthy eating cooking classes.
10. **Household Program:** Household items/furniture distribution.
11. **Housing Referral:** Helping homeless find housing.
12. **Book Program:** Distribute books to schools, senior citizen housing, individuals.

All of these services are provided by volunteers of ECAP with the help of donations from the City of Emeryville, local corporations and private individuals. More services will be added as the need arises.