

RESOLUTION NO. 18-49

Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Enter Into A Memorandum Of Understanding With The City Of Oakland For The Operation Of The North County Family Front Door In An Amount Not To Exceed \$25,000

WHEREAS, homelessness and housing instability have wide-ranging negative impacts; and

WHEREAS, individuals or families who are experiencing homelessness, or at risk of becoming homeless, are often unable to reach their full potential at home, at work, at school, or in the community; and

WHEREAS, the high cost of housing in Alameda County increases cases of homelessness and presents a barrier to its prevention; and

WHEREAS, on May 15, 2018 the City Council adopted an updated City of Emeryville Homeless Strategy, which calls for working with the local jurisdictions to coordinate and fund outreach, shelter, re-housing and case management services; and

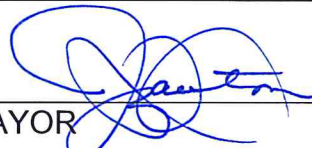
WHEREAS, the North County Family Coordinated Entry System ("Family Front Door") provides specialized access to homeless services for families; and


WHEREAS, the Cities of Emeryville and Oakland desire to enter into a Memorandum of Understanding (MOU) describing how the City of Oakland will provide the North County Family Coordinated Entry System ("Family Front Door"); now, therefore, be it


RESOLVED that the City Council of the City of Emeryville hereby authorizes the City Manager to execute a Memorandum of Understanding between the City of Emeryville and City of Oakland, in substantial form as attached as Exhibit A to this Resolution, with respect to the operation of the North County Family Coordinated Entry System ("Family Front Door") in an amount not to exceed \$25,000.

ADOPTED by the City Council of the City of Emeryville at a regular meeting held Tuesday, May 15, 2018 by the following vote:

AYES:	<u>4</u>	<u>Mayor Bauters and Council Members Donahue, Martinez and Patz</u>
NOES:	<u>0</u>	<u></u>
ABSTAIN:	<u>0</u>	<u></u>
ABSENT:	<u>1</u>	<u>Vice Mayor Medina</u>


MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CITY OF EMERYVILLE

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EMERYVILLE
AND
THE CITY OF OAKLAND
FOR FAMILY FRONT DOOR SERVICES
FY 2018/2019**

1. Background

The City of Emeryville has allocated a total of \$25,000 towards the operation of the North County Family Front Door (FFD) as part of the Alameda County Coordinated Entry System.

2. Purpose of Memorandum of Understanding

The purpose of this Memorandum of Understanding ("MOU") is to identify the services to be provided by the City of Oakland and the responsibilities of the City of Oakland and the City of Emeryville pursuant to the FFD funded under this MOU.

3. Scope of Services

The City of Oakland will perform or arrange for the performance of services under this MOU in the manner and time provided herein as described in Exhibit A attached hereto ("Services"). Any subcontract funded under this MOU shall be subject to the terms and conditions of this MOU.

4. Budget

The Budget and Terms and Conditions of Payment is attached hereto as Exhibit B and incorporated herein as part of this MOU. Budget modifications shall not alter: 1) the basic scope of Services required to be performed under this MOU; 2) the time period for the Services to be performed under this MOU; or, 3) the total amount of the authorized budget of this MOU (see Exhibit B), unless set forth in a written amendment to this MOU signed by the City of Oakland and the City of Emeryville.

5. Method of Payment

The City of Emeryville agrees to provide funds in an amount not to exceed \$25,000 to the City of Oakland for performance of the Services. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B. Sums not so paid shall be retained by the City of Emeryville.

6. Indemnity and Insurance

The City of Oakland shall indemnify, defend and hold harmless the City of Emeryville, its officers, agents, and employees, from and against any and all liability, loss expense (including reasonable attorney's fees), or claims of injury or damage arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense (including attorney's fees) claims or injury or damage are caused by or result from any negligent or willful act or omission of the City of Oakland or any of its officials, agents, employees or volunteers in the performance of the Services.

The City of Oakland shall provide evidence of self-insurance.

The City of Oakland shall require grantees providing Services to indemnify, defend and hold harmless the City of Emeryville, its officers, agents, and employees from and against any and all liability, loss expense (including reasonable attorney's fees), or claims of injury or damage arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense (including attorney's fees) claims or injury or damage are caused by or result from any negligent or willful act or omission of the grantees or any of its officials, agents, employees or volunteers in the performance of the Services. In addition, the City of Oakland shall require the grantees to maintain General Liability, Workers' Compensation, Automobile, and Professional Liability Insurance coverage as deemed appropriate by the City of Oakland. The City of Oakland shall require that the City of Emeryville, its officials, agents and employees are named as an additional insured on the required general liability and automobile liability insurance policies, which shall be the primary insurance. Proof of coverage will be provided to the City of Emeryville within ten days of the execution of the contract with a grantee providing Services.

7. Fiscal Administration, Record Keeping and Reporting

The City of Oakland shall ensure that providers maintain on a current basis documentation of services provided, and all related documents and records to assure proper accounting of funds and performance under the terms of this MOU, including sections A and B below.

A. The City of Oakland agrees to establish and maintain fiscal controls and accounting procedures in accordance with generally accepted accounting principles. The City of Oakland shall ensure that funds under this MOU are properly disbursed, are adequately controlled, and are accounted for separately from all other funds controlled by the City of Oakland.

B. The City of Oakland agrees to keep records that fully disclose the amount, date, purpose, payee, and disposition of the proceeds of the MOU; the total cost of programs supported by funds under this MOU, and the amount and disposition of that portion of the total costs provided by other sources. The procedure developed by the City of Oakland must provide for the accurate and timely recordation of the receipt of funds, expenditures, and unexpended balances.

The City of Oakland agrees that the City of Emeryville will have the right to review, obtain, and copy all records pertaining to performance under this MOU. The City of Oakland agrees to provide the City of Emeryville with any relevant information requested and shall permit the City of Emeryville to access its premises upon reasonable notice, during normal business hours for the purpose of inspecting and copying such books, records, accounts, and other material that may be relevant to this MOU. The City of Oakland further agrees to maintain such records for a period of three (3) years after final payment under this MOU.

8. Compliance with Regulations

The City of Oakland agrees, and will ensure that providers agree, to comply with all applicable laws, statutes and regulations applicable to the delivery of the provider's services.

9. Term

The term of this MOU is July 1, 2018 through June 30, 2019.

10. Waivers and Litigation

A. Waivers: No waiver of any breach of this MOU shall be held to be a waiver of any prior or subsequent breach. The failure of either party to enforce at any time the provisions of this MOU or to require at any time performance by the other party of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this MOU or the right of a party to enforce these provisions.

B. Litigation: If any provision of this MOU, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, shall not affect any other provisions of this MOU and the remainder of this MOU shall remain in full force and effect. All provisions of this MOU are and shall be deemed severable. The City of Oakland shall notify the City of Emeryville immediately of any claim or action undertaken by or against it, which affects or may affect this MOU or the City of Emeryville and shall take such action with response to the claim or action as is consistent with the terms of the MOU.

12. Termination of this MOU

The City of Emeryville may terminate this MOU immediately for cause, which shall include as an example but not as a limitation:

- A. Material failure, for any reason, of the City of Oakland to fulfill in a timely and proper manner its obligations under this MOU, including compliance with local, State and Federal laws and regulations and applicable directives;
- B. Material failure to meet the performance standards contained in other sections of this MOU; and

C. Improper use or reporting of funds provided under this MOU.

13. Amendments

This MOU may be amended only with the written agreement of both parties.

IN WITNESS, WHEREOF, the parties hereto have caused this MOU to be executed this ____ day of _____, 2018.

CITY OF EMERYVILLE

CITY OF OAKLAND

BY: _____
Carolyn Lehr
City Manager


BY: _____
Sabrina B. Landreth
City Administrator

Date: _____

Date: _____

Approved as to form:

Administering Agency Approval
For Forwarding:

BY: 
Michael Guina
City Attorney

BY: _____
Sara Bedford, Director
Human Services Department

Date: _____

Date: _____

City of Oakland Resolution No. 86919
Approved As To Form and Legality:

BY: _____
Deputy City Attorney

Exhibit A
Scope of Services

North County Family Coordinated Entry System

1. The funding provided to the City of Oakland pursuant to this MOU shall be used for the North County Family Front Door (FFD). The FFD is a coordinated entry system for homeless families. The program is a collaboration amongst the Building Futures with Women and Children (BFWC), East Oakland Community Project (EOCP), and the City of Oakland's Human Services Department. The FFD provides a single point of entry for families in North County who are experiencing a housing crisis. Literally homeless families are assessed and prioritized for a range of interventions including housing navigation (case management) interim housing, rapid rehousing and permanent supportive housing. The FFD also works to secure shelter for those families that need it. The majority of literally homeless families are assisted with rapid rehousing assistance. Non-literally homeless families are provided with "problem solving" referrals and assistance to maintain or locate housing outside of the homeless services system

2. Operation of the FFD identified above shall include the following:

- A. A toll free call in number accessible during regular business hours;
- B. Intake/assessment, housing problem solving, prioritization, matching to homeless services resources, housing navigation, and referrals to mainstream systems; and
- C. Services may be provided by phone, in the office by appointment, or on the streets/in the community depending on a family's preference

3. The City of Oakland shall submit a report within sixty (60) days after the end of the MOU period, in a format approved by the City of Emeryville, which shall include the total number of unduplicated Emeryville homeless families who were assisted through the system. The City of Oakland and its Grantee will implement a broad definition of connection to Emeryville to best capture the total number of unduplicated Emeryville homeless families served (e.g. did they lose their housing in Emeryville, did they sleep in Emeryville last night, do they frequently spend the day in Emeryville, do they work or go to school in Emeryville?). The report will include the total number of unduplicated Emeryville homeless families served, and basic demographic information (age, gender, race, ethnicity, and income).

4. City of Oakland may use funding for FFD for the purchase of supplies and services related to the execution of the program described above including but not limited to staffing costs and client transportation costs.

Exhibit B
Budget and Terms and Conditions of Payment

1. A maximum of \$25,000 is available from the City of Emeryville under this MOU for the services identified in Exhibit A.
2. City of Oakland shall invoice the City of Emeryville for the total amount of funds provided by this MOU in a single letter invoice. An invoice must be submitted before June 30, 2019, unless an extension is approved in writing by the City of Emeryville.
3. An expenditure which is not authorized by this MOU or which cannot be adequately documented shall be disallowed and must be reimbursed to the City of Emeryville. Expenditures for work not described in Exhibit A shall only be deemed authorized if the performance of such work is approved in writing by the City of Emeryville.