



City of La Quinta

CITY / SA/ HA/ FA MEETING DATE: September 16, 2014

ITEM TITLE: APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE COACHELLA VALLEY RESCUE MISSION TO SUPPORT OPERATIONS

AGENDA CATEGORY:

BUSINESS SESSION:

CONSENT CALENDAR: 4

STUDY SESSION:

PUBLIC HEARING:

RECOMMENDED ACTION:

Approve a Memorandum of Understanding with the Coachella Valley Rescue Mission to support their food and homeless shelter operations.

EXECUTIVE SUMMARY:

- City Council supports the Coachella Valley Rescue Mission (CVRM) in its effort to reduce homelessness in the Coachella Valley and has recently designated \$50,000 toward this goal.
- The attached Memorandum of Understanding (Attachment 1) designates the use of the funds to provide food and shelter services at CVRM's eastern Coachella Valley location.

FISCAL IMPACT:

The \$50,000 was approved in the 2014/15 Fiscal Year Budget under Community Services Special Projects.

BACKGROUND/ANALYSIS:

CVRM provided over 650 daily meals and overnight shelter facilities for 172,000 people last year. The City supported CVRM's efforts by appropriating \$50,000 from the Fiscal Year 2012/2013 budget for construction of an annex, which will provide additional space for overnight shelter facilities. The funds will be provided upon completion of construction, which is anticipated by December 2014, with a Certificate of Occupancy.

As part of the Fiscal Year 2014/2015 budget, City Council approved \$50,000 in additional support to address homelessness in the eastern Coachella Valley. This one-time contribution for the operation of the shelter is designated to provide food and shelter services. The attached Memorandum of Understanding provides the framework for the use of the funds.

ALTERNATIVES:

As Council desires to support CVRM with funding for operations, staff has no alternative.

Report prepared by: Edie Hylton, Deputy City Manager

Report approved for submission by: Frank J. Spevacek, City Manager

Attachment: 1. Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LA QUINTA
AND
COACHELLA VALLEY RESCUE MISSION**

This Memorandum of Understanding (the "Memorandum") is made by and between the CITY OF LA QUINTA, a municipal corporation and charter city ("City"), and the COACHELLA VALLEY RESCUE MISSION ("CVRM"), as of September 16, 2014 with respect to the following:

RECITALS

WHEREAS, the City is interested in providing food and shelter to those in need and, in that regard would like to support the CVRM;

WHEREAS, the CVRM agrees to use the City funding for operation of the shelter this fiscal year;

NOW, THEREFORE, the City and CVRM agree to the following:

1.0 TERM OF MEMORANDUM. The term of this Memorandum will be for a period of one (1) year and shall expire on June 30, 2015.

2.0 OBLIGATIONS OF THE PARTIES.

2.1 CVRM will provide food and shelter services at the CVRM facility, located at 47470 Van Buren St, Indio, CA 92201.

2.2 The City will provide financial support of \$50,000 to CVRM for food and shelter services.

3.0 Mutual Indemnity and Release. The City and CVRM hereby agree to indemnify, defend, and hold harmless the other party and its officers, employees, agents and independent contractors (collectively, "Indemnitees") from and against any and all of claims, causes of action, obligations, losses, liabilities, judgments, or damages, including reasonable attorneys' fees and costs of litigation (collectively "Claims") arising out of and/or in any way relating to the indemnifying party's activities in the performance of this Memorandum, or to the indemnifying party's acts and/or omissions in providing or administering the same, excepting only those claims, actions, obligations, losses, liabilities, judgments, or damages arising out of the sole negligence, active negligence or willful misconduct of the Indemnitees.

4.0 Insurance. The Parties agree to provide insurance in accordance with the provisions of this Section.

4.1 City's Insurance Obligation. Without limiting the indemnification provisions provided herein, the City, at its sole expense, shall obtain and keep in force during the term of this Memorandum and any extensions thereof, a policy or policies of general liability insurance covering all injuries to persons and damage to property occurring in, upon or about the CVRM resulting from any actions or omissions of the City or any use of the CVRM by the City, City employees, or its invitees in accordance with the terms of this Memorandum. The policy or policies evidencing such insurance shall name CVRM and its officials, officers, employees, and agents as additional insureds, shall provide that same may not be cancelled or amended without thirty (30) days prior written notice to CVRM, and shall provide for a combined single limit coverage of bodily injury and property damage in the amount of not less than One Million Dollars (\$1,000,000). Such policy or policies shall be issued by an insurance company licensed to do business in the State of California and be rated A-/VIII or better by ambest.com. Prior to the date of this Memorandum, and upon renewal of such policies, the City shall submit to CVRM certificates of insurance and any applicable endorsements evidencing that the foregoing policy or policies are in effect. At the City's option, the City shall be allowed to self-insure the insurance coverages required above.

4.2 CVRM Insurance Obligation. Without limiting the indemnification provisions provided herein, CVRM, at its sole expense, shall obtain and keep in force during the term of this Memorandum and any extensions thereof, a policy or policies of general liability insurance covering all injuries to persons and damage to property occurring in, upon or about the CVRM resulting from any actions or omissions of CVRM or any use of the CVRM, or the CVRM's invitees in accordance with the terms of this Memorandum. The policy or policies evidencing such insurance shall name the City and its officials, officers, employees, and agents, as additional insureds, shall provide that same may not be cancelled or amended without thirty (30) days prior written notice to the City, and shall provide for a combined single limit coverage of bodily injury and property damage in the amount of not less than One Million Dollars (\$1,000,000). Such policy or policies shall be issued by an insurance company licensed to do business in the State of California and be rated A-/VIII or better by ambest.com. Prior to the date of this Memorandum, and upon renewal of such policies, CVRM shall submit to the City certificates of insurance and any applicable endorsements evidencing that the foregoing policy or policies are in effect.

5.0 ADDITIONAL PROVISIONS.

5.1 In all cases, the language in all parts of this Memorandum shall be construed according to its fair meaning and not strictly for or against either party, if being agreed that the parties or their agents have all participated in the preparation of this Memorandum.

5.2 This Memorandum contains the entire agreement of the Parties and supersedes any prior oral or written statements or agreements between the Parties regarding the operation of the CVRM.

5.3 No termination of this Memorandum shall release either party from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the termination of this Memorandum.

5.4 In the event either party brings any suit or other proceeding with respect to the subject matter or enforcement of this Memorandum, the prevailing party (as determined by California law) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees, expenses and costs of suit or investigation as actually incurred (including, without limitation, reasonable attorneys' fees, expenses, and costs incurred in establishing the right to indemnification).

IN WITNESS WHEREOF, Coachella Valley Rescue Mission and City have executed this Memorandum as evidenced by the signatures contained below:

CITY OF LA QUINTA

COACHELLA VALLEY RESCUE MISSION

By: _____

By: Darla Burkett

Dated: _____

Name: Darla Burkett

ATTEST:

Title: Executive Director

By: _____
Susan Maysels, City Clerk

Address: 47470 Van Buren

City, State, Zip: Indio, CA 92201

Email: dburkett@cvrm.org

Dated: 8-20-14

APPROVED AS TO FORM AND CONTENT:

By: _____
William H. Ihrke, City Attorney

