

City of La Quinta

CITY COUNCIL MEETING: July 7, 2015

STAFF REPORT

AGENDA TITLE: APPROVE MEMORANDUM OF UNDERSTANDING WITH COACHELLA VALLEY RESCUE MISSION TO SUPPORT OPERATIONS

RECOMMENDATION

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

EXECUTIVE SUMMARY

- The City Council supports the Coachella Valley Rescue Mission (CVRM) in their effort to reduce homelessness in the Coachella Valley and has appropriated funds for operational support for FY 2015/16.
- The attached Memorandum of Understanding (MOU) (Attachment 1) specifies that the funds are to be used for shelter operations at CVRM's east Valley location.

FISCAL IMPACT

The 2015/16 FY Budget includes \$50,000 for CVRM operations support. This item is budgeted in the Community Services Administration budget.

BACKGROUND/ANALYSIS

CVRM was established in 1971 to assist the homeless and needy. Their staff and volunteers serve more than 175,000 hot meals annually and provide shelter to thousands of men and women with children. Food, clothing, and showers are also provided for those who do not shelter with CVRM.

In 2013, City Council appropriated a one-time contribution of \$50,000 for capital construction on CVRM's annex located directly south of the new facility on Van Buren Street opened in May 2015 to provide additional space for overnight emergency shelter facilities.

As part of this year's budget, City Council approved \$50,000 to support CVRM in the east Valley. The MOU specifies that the funds are to be used for facility operations.

ALTERNATIVES

As Council designated these funds to support CVRM operations, staff has no alternative.

Report prepared by: Edie Hylton, Deputy City Manager

Report approved 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 July _____, 2015 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, 2016.

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,
a California Municipal Corporation**

**COACHELLA VALLEY RESCUE
MISSION**

By: _____
FRANK J. SPEVACEK, City Manager

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@curm.org

Dated: 6-16-15

APPROVED AS TO FORM AND CONTENT:

By: _____
WILLIAM H. IHRKE, City Attorney

