

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Peggy Rothschild, Active Adult Center Supervisor

DATE: May 26, 2011 (CC Meeting of 6/1/2011)

SUBJECT: Consider Agreement with Community Action of Ventura County to Provide Home Energy Assistance Program Appointments at the Moorpark Active Adult Center

BACKGROUND AND DISCUSSION

Community Action of Ventura County (CAVC) has provided Home Energy Assistance Program appointments at the Active Adult Center since 2007. The Home Energy Assistance Program (HEAP) helps eligible households meet their home energy costs by allocating funds toward their gas or electricity bill one time per year. The program serves low income households, particularly those paying a high proportion of household income for home energy. In addition to income criteria, the program focuses on serving households with children under age 6, disabled person(s), veterans and widows of veterans, the elderly, those who can document a significant loss of income within the previous 90 days, those with high energy burdens (12% of income or higher), and families with dependent children. Each year the City has renewed its agreement with CAVC to continue providing HEAP appointments on-site at the Active Adult Center. The City provides CAVC with a meeting area to schedule appointments with participants with no rental fee, and City staff assist with scheduling appointments.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Approve a one-year agreement with Community Action of Ventura County and authorize the City Manager to execute agreement, subject to City Manager final language approval.

Attachment A: Community Action of Ventura County Agreement

ATTACHMENT A

COOPERATIVE AGREEMENT BETWEEN THE CITY OF MOORPARK AND COMMUNITY ACTION OF VENTURA COUNTY FOR THE HOME ENERGY ASSISTANCE PROGRAM

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by and between the CITY OF MOORPARK, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as "City" and COMMUNITY ACTION OF VENTURA COUNTY, a nonprofit corporation serving Ventura County, hereinafter referred to as "Community Action".

WITNESSETH:

WHEREAS, Community Action, offers home energy assistance to eligible households through a once-a-year financial aid program; and

WHEREAS, those with low incomes pay a high proportion of household income for energy costs; and

WHEREAS, City residents would benefit from local access to Community Action at the Active Adult Center; and

WHEREAS, City and Community Action have discussed the scope of services to be provided and agreed to work cooperatively to enable appointments to be offered at the Active Adult Center.

NOW, THEREFORE, in consideration of their mutual covenants, benefits and premises contained herein, the parties hereto agree as follows:

1. Term of Agreement

This Agreement shall be from the date this Agreement is made and entered, as first written above, until the 30th day of June, 2012. Either party may terminate this Agreement at any time prior to the expiration date by giving thirty (30) days advance written notice thereof to the other party.

2. Termination or Suspension

This Agreement may be terminated with or without cause by City at any time with no less than twenty-four (24) hours written notice of such termination. In the event of an emergency, as determined by the sole discretion of City, this Agreement may be suspended by City at any time, with no advance notice.

3. General Conditions

A. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended in any way, except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

B. Neither party shall assign this Agreement, or any of the rights, duties or obligations hereunder.

C. All written notices required by, or related to this Agreement shall be sent by certified mail, return receipt requested, postage prepaid and addressed as listed below. Neither party to this Agreement shall refuse to accept such mail; the parties to this Agreement shall promptly inform the other party of any change of address. All notices required by this Agreement are effective on the day of receipt, unless otherwise indicated herein. The mailing address of each party to this Agreement is as follows:

CITY City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021
Attn: Steven Kueny, City Manager

COMMUNITY ACTION Community Action of Ventura County
621 Richmond Avenue
Oxnard, CA 93030
Attn: Kathleen Ellison, HEAP Program Supervisor

D. Should interpretation of this Agreement or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

E. No waiver of any provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

F. In the event any action, lawsuit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

G. Cases involving a dispute between parties may be decided by an arbitrator, if both sides agree in writing, with costs proportional to the judgment of the arbitrator.

H. This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions or covenants, referred to herein, shall be filed in the applicable court in Ventura County, California.

I. The captions and headings of the various Articles, Paragraphs, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, and Exhibits hereof.

J. Community Action agrees to supply trained personnel to provide assistance on-site with Home Energy Assistance Program applications at the Active Adult Center.

K. Community Action shall not charge participants any fee for assistance provided with Home Energy Assistance Program applications.

L. In the event that Community Action cannot fulfill its obligation to provide Home Energy Assistance Program appointments on a scheduled date, it shall notify City prior to the scheduled assistance appointments.

M. Community Action shall be solely responsible for any compensation due or payment to persons employed by Community Action in connection with such activity. City shall not be called upon to assume any liability for the direct payment of any salary, wages, compensation, or workers compensation to any person (paid or volunteer) used by Community Action in providing the Home Energy Assistance Program.

N. Community Action shall not discriminate against any person because of sex, race, color, creed, national origin, sexual orientation, age, or disability. Community Action shall comply with the Americans with Disabilities Act.

O. Community Action agrees to notify City of any and all grievances, concerns, or complaints regarding Home Energy Assistance Program appointments held at the Moorpark Active Adult Center in writing within two (2) days of occurrence.

5. Obligations of City

A. City agrees to furnish the necessary space required by Community Action to conduct Home Energy Assistance Program appointments. Such space must include a waiting area and an area with a table or desk for Community Action to conduct the appointments. Except for services provided by Community Action, City agrees to assume responsibility for all other costs incurred as a Home Energy Assistance Program appointment site.

B. City agrees to:

- Schedule Home Energy Assistance Program appointments.
- Set up a participant waiting list, if necessary.
- Promote availability of on-site Home Energy Assistance Program appointments through monthly newsletter and periodic press releases.
- Provide Community Action staff person with appointment list for each given date.
- Photocopy forms as needed to complete the Home Energy Assistance Program application process for individual participants.

C. City shall notify Community Action at least one (1) day prior to scheduled Home Energy Assistance Program date if no appointments have been set for that date.

6. Hold Harmless and Indemnification

A. Community Action shall indemnify, defend (with counsel reasonably acceptable to City) and hold harmless City, and any and all of its employees, officials and agents (“the Indemnitees”) from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys’ fees and costs, court costs, interest, defense costs and expert witness fees), whether the same arises out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligence, willful misconduct, errors or omissions, or performance of this Agreement by Community Action or any individual, or entity for which Community Action is legally liable, including but not limited to officers, agents, employees or subcontractors of Community Action, except such damage as is caused by negligence of the City of any of its officers, employees, servants, project coordinators or agents.

Indemnification Provisions from Subcontractors. Community Action agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Community Action in the performance of this Agreement. In the event Community Action fails to obtain such indemnity

obligations from others as required here, Community Action agrees to be fully responsible according to the term of this Section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. City has waived the provision of insurance by Community Action for the services to be provided pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written:

CITY OF MOORPARK

COMMUNITY ACTION OF
VENTURA COUNTY

BY _____
Steven Kueny, City Manager

BY _____
Kathleen Ellison, Program
Supervisor

ATTEST:

BY _____
Maureen Benson, City Clerk