AGENDA REPORT

Meeting Date: November 3, 2011

Item Number: F-8

To: Honorable Mayor & City Council

From: James R. Latta Human Services Administrator

Subject: APPROVAL OF AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND JEWISH FAMILY SERVICE FOR CONTINUATION OF THE HANDYWORKER SERVICES PROGRAM FOR SINGLE UNITS IN 2011-2012, AND;

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF $115,482 FOR CONTINUATION OF SERVICES DESCRIBED.

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends City Council approve the finalized Community Block Grant Funding (CDBG) federal allocation of $115,482 to Jewish Family Service for continuation of the Single-Family Handyworker Program.

INTRODUCTION

Funding was approved at the January 25, 2011 City Council Study Session as part of the CDBG process. At the time of the meeting federal allocations for 2011-12 had not been finalized, although the City had a preliminary CDBG funding estimate of $254,144. For FY 2011-2012 up to 7.5 percent of the annual allocation can be used for CDBG administration. Fifteen percent (15%) of the allocation may be used for public service programs such as the Services for Seniors program. The balance of CDBG funds (77.5%) is to be used to fund the City's Handyworker Program.

FINAL CDBG BUDGET FOR 2011-2012

Program Administration	$ 17,012
Services for Seniors	$ 34,025
Handyworker Services- Multi-Family	$ 76,988
Handyworker Services- Single Family	$115,482
TOTAL	$ 243,507

DISCUSSION

Jewish Family Service (JFS) was founded in 1854 and has a long history of providing services on a non-sectarian basis to families and individuals in need. They are leaders in the provision of a continuum of care for older adults throughout Los Angeles County. Since 1977, JFS has worked to develop a community-based, long term delivery system dedicated to providing essential health, mental health and social services for older adults, and improving seniors' quality of life in the least restrictive environment.

Historically, the City has funded both the Multi-Family and the Single-Family Handyworker Programs. Two years ago the City conducted an extensive request for proposal process and ultimately selected JFS to implement the Handyworker program. The handyworker program provides services to low and moderate income single-family homeowners and renters with grants up to $5,000 for minor home repairs. Minor home repairs include weatherization, security, mobility improvements, and improvements to increase energy and water efficiency and other eligible repairs.

FISCAL IMPACT

Costs associated with this program will be reimbursed to the City at the end of the fiscal year using CDBG funds. There will be no fiscal impact to the General Fund.

Scott Miller
Finance Approval

Steve Zoet
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND JEWISH FAMILY SERVICE FOR CONTINUATION OF THE HANDYWORKER SERVICES PROGRAM FOR SINGLE UNITS IN 2011-2012

THIS AGREEMENT ("Agreement") is made and entered into in the City of Beverly Hills, California, by and between the CITY OF BEVERLY HILLS, hereinafter referred to as "City," and Jewish Family Service, hereinafter referred to as "Subrecipient."

RECITALS

A. City has entered into a Cooperation Agreement with the Los Angeles County Community Development Commission to execute the County's Community Development Block Grant ("CDBG") Program which includes the Handyworker Services Single Units Project ("Program") under the Housing and Community Development Act of 1974, as amended ("Act");

B. Subrecipient desires to participate in said Program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide the services described herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF SERVICES. Subrecipient shall perform all of the services set forth in the Project Description, Exhibit A, attached hereto and incorporated herein by this reference.

2. TIME OF PERFORMANCE. Subrecipient shall commence the performance of this Agreement on July 1, 2011, and shall complete performance of this Agreement no later than June 30, 2012. The City Manager or his designee shall have the option

to extend this Agreement for two additional one-year terms pursuant to the same terms and conditions of this Agreement and upon thirty (30) days' prior written notice to Subrecipient.

3. AGREEMENT ADMINISTRATION. The Human Services Administrator of the City of Beverly Hills ("City Project Director") or his/her designee, shall administer this Agreement for the City.

4. COMPENSATION AND METHOD OF PAYMENT.

A. City shall compensate Subrecipient in an amount of money not to exceed the sum of One Hundred Fifteen Thousand Four Hundred Eighty-Two Dollars ($115,482.00), which payment shall constitute full and complete compensation for Subrecipient's services under this Agreement. Compensation shall be paid by the City out of CDBG funds received from the Los Angeles County Community Development Commission, as budgeted in Exhibit B, Budget and Budget Justification, attached hereto and incorporated herein by this reference. Any increase to that Budget shall be approved as set forth in Section 5 of this Agreement and in no case shall it exceed the maximum amount set forth above.

B. Payment shall be made according to the following procedure: on or about the first day of each calendar month, commencing with the calendar month of January 2010, Subrecipient shall submit to the City an invoice for Subrecipient's prospective expenses during that calendar month. The invoice shall itemize all expenses in detail conforming to the budget outlined in Exhibit B, unless otherwise approved as set forth in Section 5 of this Agreement. The invoice shall be approved by the City's Chief Financial Officer or his or her designee and shall be in a form and detail satisfactory to the Auditor-Controller for the Los Angeles County Community Development Commission. After timely receipt of each invoice, and after approval by the City's Project Director, the City shall draw a warrant in favor of

Subrecipient for the amount of the monthly expenses and forward the same to Subrecipient. In the event Subrecipient does not expend all of the funds received pursuant to any monthly invoice, it shall so note and make due credit and allowance upon its invoice for the following month. Any money received by Subrecipient under this Agreement and not expended for expenses incurred during the term of this Agreement shall be promptly returned to the City upon the expiration of the term of this Agreement.

5. BUDGET. Subrecipient shall not spend more than the amounts specified in the Budget and Budget Justification, Exhibit B, for the separate cost categories specified in Exhibit B without the prior written approval of the City's Project Director. If the Subrecipient charges indirect costs, the Subrecipient shall develop an indirect cost allocation plan for determining the City's appropriate share of administrative costs and shall submit such plan to the City for approval, prior to the execution of this Agreement.

6. CHANGES. The City may, from time to time, request changes in the Scope of Services, Section 1 and Exhibit A of this Agreement, including any increase or decrease in the amount of Subrecipient's compensation. If both City and Subrecipient agree to such changes, they shall be incorporated into this Agreement by written amendments.

7. TIME OF PERFORMANCE MODIFICATIONS. The City's Project Director may modify the time of performance of this Agreement when such modifications:

A. In aggregate do not exceed two (2) calendar months;

B. Are specifically requested by Subrecipient;

C. Do not change the project goals or scope of services; and

D. Are in the best interests of the City and Subrecipient in performing this Agreement.

8. BUDGET MODIFICATIONS. The City's Project Director or his/her designee may make budget modifications with respect to this Agreement for the transfer of funds within the budget categories identified in Exhibit B, when such modifications:

A. Do not exceed $10,000 per budget cost category;

B. Are specifically requested by Subrecipient;

C. Do not alter the amount of compensation paid pursuant to this Agreement;

D. Do not change the project goals or scope of services;

E. Are in the best interests of the City and Subrecipient in performing this Agreement; and

F. Are related to salaries, are in accordance with applicable salary ordinances or laws.

The City's Project Director, subject to the restrictions in Sections 7 and 8 of this Agreement, may authorize reallocation of Budget line items in Exhibit B to other items within the Program.

9. TERMINATION AND TERMINATION COSTS. Either party may terminate this Agreement at any time upon thirty (30) days' written notice to the other party. City may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Agreement activity, or if for any reason the timely completion of the work under this Agreement is rendered improbable, infeasible or impossible. In such an event, Subrecipient shall be compensated for all services rendered and all necessary costs incurred in good faith in accordance with the terms of this Agreement that have not been previously reimbursed up until the date of termination, but only to the extent CDBG funds are available.

10. REQUEST FOR FINAL PAYMENT. The City reserves the right to withhold ten percent (10%) of the Agreement amount on a completed project until a Notice of Completion is issued to the City by the County of Los Angeles.

11. FINANCIAL PHASE-OUT PERIOD. Within a period of not more than thirty (30) calendar days from the expiration date of this Agreement ("financial phase out period"), Subrecipient agrees to complete all necessary financial phase-out procedures required by the City's Project Director, or his/her designee. The City shall not provide reimbursement for any expenses or costs associated with this Agreement after the expiration of the financial phase-out period. After the expiration of the financial phase-out period, City may immediately reprogram those funds not paid to Subrecipient under this Agreement into other eligible activities. Subrecipient shall provide a final financial audit for activities performed under this Agreement at the expiration of the financial phase-out period.

12. PURCHASE AND INVOICE DEADLINES.

A. Subrecipient must complete purchases of equipment and supplies necessary for the performance of this Agreement before the last month of the term of this Agreement. Subrecipient shall pay all equipment and supply bills before the last month of the term of this Agreement. Subrecipient shall submit invoices for all obligations incurred under this Agreement to the City within sixty (60) days from the time the indebtedness is incurred or they may be disallowed. Invoices that have not been submitted for payment prior to the termination date of this Agreement, must be forwarded to the City within thirty (30) days after the Agreement termination date or they may not be honored. Exceptions to the preceding limitations require prior written approval by City's Project Director or his/her designee. Subrecipient must purchase all administrative equipment approved in the Agreement before the last four (4) months

of the Agreement. Such administrative equipment and property must be in the possession of Subrecipient before the last three (3) months of the Agreement.

B. After City approves administrative equipment necessary for performance of this Agreement, Subrecipient may purchase such equipment from private vendors, provided requirements are met as specified in the "Los Angeles County Community Development Commission Auditor-Controller's Contract Accounting and Administrative Handbook," which is incorporated herein by this reference.

13. PURCHASES FROM RELATED AGENCIES. Upon City approval of the supplies and equipment necessary for the performance of this Agreement, Subrecipient may purchase such supplies and equipment from a related agency/organization only if:

A. Prior authorization is obtained in writing from the City;

B. No more than maximum prices or charges are made and no less than minimum specifications are met as provided in writing by the City;

C. A community related benefit is derived from such Subrecipient related acquisition; and

D. No conflict of interest for private gain accrues to Subrecipient or its employees, agents, officers, or board members.

14. PURCHASE OR LEASE OF SUPPLIES AND EQUIPMENT. Subrecipient shall secure at least three (3) informal bids, oral or written, prior to purchasing or leasing any supplies or equipment of not more than $24,999.99 as approved in the Budget, Exhibit B. Subrecipient shall document the following information for each bid: company name and address, name of person contacted, telephone number, and minority status. Purchase or lease of supplies or equipment of $25,000 or more require formal bidding procedures. All equipment

that has a purchase or lease price of over Fifty Dollars ($50) in unit value and has a life expectancy of more than one (1) year shall be properly identified and inventoried and shall be charged at its actual price deducting all cash discounts, rebates, and allowances received by Subrecipient. Subrecipient shall provide this inventory to the City upon request. The City's Project Director shall approve all purchases of equipment with a purchase or lease price of over Three Hundred Dollars ($300) in unit value and a life expectancy of more than one (1) year.

15. EXPENDABLE PERSONAL PROPERTY. Expendable personal property refers to all tangible personal property that has a useful life of less than one (1) year. All purchased expendable personal property purchased pursuant to this Agreement with a unit value of One Thousand Dollars ($1,000) or more per unit must have the prior written approval of the City Project Director or his designee.

16. NONEXPENDABLE PROPERTY. Nonexpendable property shall include tangible personal property (including but not limited to office equipment) costing Three Hundred Dollars ($300.00) or more per unit and having a useful life of one (1) year or more, real property and any interest in such real property, and any mortgage, trust deed or other encumbrance of real property, and the funds received from the sale of any such encumbrance of real property. Subrecipient shall maintain a record of each item of nonexpendable property acquired for this program pursuant to this Agreement and shall provide this record to the City upon request. Subrecipient shall submit a description of all security devices, including, but not limited to, door and window locks, window bars, grills, and screens to the City's Project Director for approval prior to purchase. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the City and otherwise comply with all applicable laws and regulations. In the event this Agreement is terminated, the City reserves the

right to determine the final disposition of the nonexpendable property acquired for this program, including funds derived therefrom. The disposition of such property may include the City taking possession of the nonexpendable property.

17. ALLOWANCES FOR LEASE OR RENTAL OF SPACE. The City shall approve any expenditures for the lease or rental of real property necessary for the performance of this Agreement as budgeted in Exhibit B. City shall not be charged more than the prevailing area rates for similar rentals.

18. FISCAL LIMITATIONS. In the future, the United States of America, through the Department of Housing and Urban Development ("HUD"), may place programmatic or fiscal limitations on CDBG funds not presently anticipated. Accordingly, the City reserves the right to revise this Agreement in order to take into account actions affecting HUD program funding. In the event of funding reduction, the City may reduce the budget of this Agreement, as a whole or in part, may limit the rate of Subrecipient's authority to commit and spend funds, or may restrict Subrecipient's use of both its uncommitted and its unspent funds. Where Los Angeles County Community Development Commission has directed or requested the City to implement a reduction in funding, in whole or in part, the City's Project Director may act for the City in implementing and effecting such a reduction in funding and in revising the Agreement for such purpose. Where the City's Project Director has reasonable grounds to question Subrecipient's fiscal accountability, financial soundness, or compliance with this Agreement, the City's Project Director may act for the City in suspending the operation of this Agreement for up to sixty (60) days, upon three (3) days' notice to Subrecipient of his/her intention, pending an audit or other resolution of such questions. In no event, however, shall any revision made by the City affect expenditures and legally binding commitments made by Subrecipient before it

received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

19. CHANGES IN GRANT ALLOCATION. The City reserves the right to reduce the grant allocation when the City's fiscal monitoring indicates that Subrecipient's rate of expenditures will result in unspent funds at the end of the Program year. Changes in the grant allocation shall be made after consultation with Subrecipient. Such changes shall be incorporated into this Agreement by written amendments.

20. JOINT FUNDING. For each Program in which there are sources of funds in addition to those identified in Exhibit B, Subrecipient shall provide adequate proof of such funding. The City shall not pay for any services provided by Subrecipient that are funded by other sources. All restrictions and/or requirements provided in this Agreement relative to accounting, budgeting, and reporting apply to the total Program regardless of funding sources.

21. USE OF FUNDS. All funds approved under this Agreement shall be used exclusively for costs approved in Subrecipient's Program budget contained in Exhibit B. Agreement funds shall not be used as a cash advance between agreements, as security to guarantee payments for any non-Program obligations, or as loans for non-Program activities. Separate financial and Program records shall be kept for each funding source.

22. ACCOUNTING. Subrecipient must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards and the County's "Auditor-Controller Contract Accounting and Administration Handbook" and disclose and maintain such records in accordance with Section 23 of this Agreement.

23. REPORTS AND RECORDS. Subrecipient shall prepare and submit financial, Program progress, monitoring, evaluation and other reports as required by City. Subrecipient shall maintain such property, personnel, financial and other records and accounts as are considered necessary by City to assure proper accounting for all Agreement funds. Subrecipient shall ensure that its employees and board members furnish such information that, in the judgment of City representatives, may be relevant to a question of compliance with contractual conditions, with City directives, or with the effectiveness, legality and achievements of the Program. Subrecipient agrees to submit to City all data necessary to complete reports required by the County and Federal Governments and to monitor Program accountability and progress in accordance with the Department of Housing and Urban Development ("HUD") requirements in the format and at the time designated by the City Project Director or his/her designee.

24. REVENUE DISCLOSURE AND RECORD RETENTION. Subrecipient shall make available for inspection and audit to City representatives, upon request, at any time during the term of this Agreement, and during a period of five (5) years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, including the project(s) funded under this Agreement, whether or not such monies are received through City. Subrecipient shall maintain all such books and records at a location in Los Angeles County. Failure of Subrecipient to comply with the requirements of this Section shall constitute a material breach of this Agreement upon which City may cancel, terminate or suspend this Agreement (24 CFR Part 84, Sec. 84.53).

25. PUBLIC PARTICIPATION. Subrecipient shall provide all Program data necessary to provide reports to the public. Subrecipient shall have discussions with the public as

often as is necessary so that Subrecipient is adequately apprised of public recommendations during the course of the Program. Subrecipient representatives shall be available to respond to questions and receive recommendations at meetings with the City when so requested by the City Council or the City's Project Director or his/her designee.

26. MONITORING AND EVALUATION. The City shall monitor, evaluate, and provide guidance to Subrecipient in the performance of this Agreement. Authorized representatives of the City and Los Angeles County Community Development Commission shall have the right of access to all activities and facilities operated by Subrecipient under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include, but are not limited to, attendance at staff, board of directors, advisory committee, and advisory board meetings, and observation of on-going Program functions, interview of Subrecipient's staff and Program participation, as required by the City. Subrecipient shall insure the cooperation of its staff and board members in such efforts. The City's Project Director or his/her designee shall conduct periodic Program progress reviews. These reviews shall focus on the extent to which the planned Program has been implemented and measurable goals achieved, the effectiveness of Program management, and the impact of the Program.

27. AUDITS. Subrecipient's Program shall be audited in accordance with the County's policy and funding source guidelines. Federal, State, or City funding source agencies may also conduct audits. The City or its authorized representatives shall, at all times, have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of Subrecipient. Subrecipient's staff shall cooperate fully with auditors when they conduct audits and examinations of Subrecipient's Program. If the City finds that

Program funds are misappropriated or misapplied, the City may require a special audit, the cost of the audit will be encumbered and deducted from this Agreement budget. If the City subsequently determines that the special audit was not warranted, the amount encumbered will be restored to the Agreement budget (24 CFR Part 84, Sec. 84.53).

28. AUDIT EXCEPTIONS BY STATE AND FEDERAL AGENCIES. Subrecipient agrees that in the event the Program is subject to audit exceptions by appropriate State and Federal audit agencies, Subrecipient shall be responsible for complying with such exceptions and paying the Los Angeles County Community Development Commission the full amount of City's liability to the funding agency resulting from such audit exceptions.

29. COMPLIANCE WITH LAWS AND ASSURANCES. All parties agree to be bound by applicable Federal, State and local laws, ordinances, regulations, and directives as they pertain to the performance of this Agreement. Furthermore, Subrecipient gives assurance and certifies that it will comply with the applicable provisions thereof, and all amendments or successor laws, regulations and guidelines thereto. This Agreement is subject to and incorporates the terms of the Act, 24 Code of Federal Regulations, Part 570; applicable sections of 24 CFR part 84 and 24 CFR part 35; U.S. Office of Management and Budget Circulars A-87, A-122 and A-133; Executive Orders 11063, 11246, and 11375; Title VI of the Civil Rights Act of 1964 and Section 109 of the Housing and Community Development Act of 1974; Section 3 of the Housing and Community Development Act of 1968; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990; Architectural Barriers Act; the Clean Air Act of 1970 and the Federal Water Pollution Control Act as amended; and the "Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook."

30. FEDERAL CONTRACTING PROVISIONS. Subrecipient agrees to comply with the following federal requirements in the performance of this Agreement:

A. Federal Executive Order 11246 requires that during the performance of this Agreement, Subrecipient agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. Subrecipient shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Subrecipient setting forth the provisions of this nondiscrimination clause.

Subrecipient shall, in all solicitations or advertisements for employees placed by, on or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

Subrecipient shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of Subrecipient's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Subrecipient shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulation, and relevant orders of the Secretary of Labor.

B. Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et seq., requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

C. Under Title VI of the Civil Rights Act of 1964, and Section 109 of Housing and Community Development Act of 1974, no person shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

D. City will use federal funds to pay Subrecipient for the work to be performed under this Agreement. 31 U.S.C. Section 1352 prohibits any recipient or subrecipient of federal funds to use said funds to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress or an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension of, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

Every person who requests or receives a federal contract, grant, loan or cooperative agreement from a federal agency or receives or requests from a federal agency a commitment that would provide for the United States to insure or guaranty a loan must file with

that agency a written declaration and certify that he or she has not made and will not make any prohibited expenditure. Further, any person who requests or receives from a person referred to above, a subcontract under a federal contract, a subgrant or contract under a federal grant, a contract or subcontract to carry out any purpose for which a particular federal loan is made, or contract under a federal cooperative agreement, is required to file a written declaration with the person who received the federal contract, grant, loan, or commitment to insure or guaranty a loan.

E. Subrecipient shall comply with all uniform administrative requirements as described in 24 Code of Federal Regulations Section 570.502.

F. Subrecipient receives no program income as defined in 24 Code of Federal Regulations Section 570.500(a).

G. Subrecipient agrees to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an ongoing drug-free awareness program to inform employees about:

a. The dangers of drug abuse in the workplace;

b. The Subrecipient's policy of maintaining a drug-free workplace;

c. Any available drug counseling, rehabilitation, and employee assistance programs; and

d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Requiring that each employee that is engaged in the performance of services paid by City funds to Subrecipient in connection with this Agreement ("grant activity") be given a copy of the statement required by paragraph 1 of this subsection G;

(4) Notifying the employee in the statement required by paragraph 1 of this subsection G that, as a condition of employment in connection with the grant activity, the employee shall:

a. Abide by the terms of the statement; and

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the City, in writing, of such conviction within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central location for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:

a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

31. COUNTY LOBBY CERTIFICATION. Subrecipient shall certify that it is familiar with the requirements of the Los Angeles County Code Chapter 2.160 (Los Angeles County Ordinance 93-0031), and that all individuals acting on behalf of Subrecipient have and will comply with the County Code, and execute the form attached as Exhibit C, attached hereto and incorporated herein by this reference. Subrecipient further acknowledges that this Agreement shall be immediately terminated and that Subrecipient shall be disqualified and be liable in civil action if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

32. USE OF FUNDS FOR ENTERTAINMENT, MEALS, OR GIFTS. Subrecipient certifies and agrees that it will not use funds provided through this Agreement to pay for entertainment, meals, or gifts.

33. CONFLICT OF INTEREST. Subrecipient, its agents and employees shall comply with all applicable Federal, State, County, and City laws and regulations governing conflict of interest, including without limitation 24 CPR Part 84, Sec. 84.42. To this end,

Subrecipient shall make available to its employees, agents, subcontractors, vendors, or personal service providers, including subsidiaries of such agents and employees, copies of all applicable Federal, State, County, and City laws and regulations governing conflict of interest. Subrecipient shall furnish to the City prior to execution of this Agreement, a written list of all current proposed subgrantees/subcontractors, vendors, or personal service providers, including subsidiaries of Subrecipient. This list should be limited to those subgrantees/subcontractors, vendors or personal services providers, including subsidiaries of Subrecipient, which will receive Ten Thousand Dollars ($10,000) or more during the term of the Agreement. Such a list shall include the names, addresses, telephone numbers, and identification of principal party(ies) and a description of services to be provided. During the term of this Agreement, Subrecipient shall notify the City in writing of any change in the list of subgrantees/subcontractors, vendors, personal service providers or subsidiaries of Subrecipient within fifteen (15) days of any change.

34. PERSONNEL POLICIES. City may review Subrecipient's personnel policies and may make available to Subrecipient personnel policies developed by City. Subrecipient may adopt City personnel policies. If City verifies personnel management problems during the Agreement period, City's Project Director may require use of City developed personnel practices, including use of City personnel policies, as a condition of continued funding or future Agreement awards. Personnel policies include, but are not limited to, staff size and levels, salaries, supervisory-subordinate ratios, consultant fees, fringe benefits and other related matters.

35. NEPOTISM. Subrecipient shall not hire nor permit the hiring of any person to fill a position funded through this Agreement if a member of that person's immediate family is employed in an administrative capacity by Subrecipient. For the purposes of this

section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, step-parent, and step-child. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including serving on the governing body of Subrecipient.

36. BENEFITS. Subrecipient shall not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, or fringe benefits offered by City.

37. RELIGIOUS AND POLITICAL ACTIVITIES. Subrecipient agrees that funds under this Agreement will be used exclusively for performance of the work required under this Agreement, and that no funds made available under this Agreement shall be used to promote religious or political activities. Further, Subrecipient agrees that it will not perform, nor permit the performance of any religious or political activities in connection with the performance of this Agreement.

38. OUTSIDE EMPLOYMENT. In its written personnel policies, Subrecipient shall include the following provisions governing outside employment of its employees:

A. Such employment shall not interfere with the efficient performance of the employee's duties with respect to the Program;

B. Such employment shall not involve a conflict of interest or the appearance of a conflict with the employee's duties with respect to the Program;

C. Such employment shall not involve the performance of duties which the employee should perform as part of his/her employment in the Program; and

D. Such employment shall not occur during the employee's regular or assigned working hours, unless, during the entire day on which such employment occurs, the employee is on vacation, compensatory leave or leave without pay.

Subrecipient shall establish effective procedures to enforce these provisions and shall provide specific procedures regarding outside employment of its full-time personnel whose duties are not readily confined to a standard work-day or work-week. Personnel includes, but is not limited to, executive directors, neighborhood workers, and other employees whose responsibilities may require them to be available for duty during evenings or weekends.

39. STAFF TRAVEL. Subrecipient shall not incur any expenditures for travel outside of Los Angeles County, without prior written approval of City.

40. INDEMNIFICATION. Subrecipient agrees to indemnify, hold harmless and defend City, City Council, Los Angeles County Community Development Commission and each member thereof, and every officer, employee and agent of City and Los Angeles County Community Development Commission, from any claim, liability, financial loss and expenses (including, but not limited to, attorneys' fees and costs) arising directly or indirectly from any or all negligent or other wrongful acts, errors and omissions of Subrecipient or any person employed by Subrecipient in the performance of this Agreement.

41. INSURANCE. Subrecipient shall provide and maintain at its own expense during the term of this Agreement a program of insurance satisfactory to the City's Risk Manager and City Attorney covering its operations hereunder as specifically defined in Attachments I and II to Exhibit A of this Agreement, attached hereto and incorporated herein.

42. FAILURE TO PROCURE INSURANCE. Failure on the part of Subrecipient to procure or maintain the required insurance shall constitute a material breach of

Agreement under which City may immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Subrecipient to City upon demand or City may offset the cost of the premiums against any monies due to Subrecipient from City.

43. EXPENDITURES. Expenditures made by Subrecipient in the performance of this Agreement shall be in strict compliance and conformity with the Budget set forth in Exhibit B, unless prior written approval is obtained from City.

44. EXTENT OF AGREEMENT. This Agreement represents the entire and integrated Agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

45. ASSIGNMENT. This Agreement is not assignable by Subrecipient without the express written consent of the City. Any attempt by Subrecipient to assign any performance of the terms of this Agreement shall be null and void and shall constitute a material breach of this Agreement.

46. INDEPENDENT CONTRACTOR. Both parties to this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever. Subrecipient shall bear the sole responsibility and liability for furnishing worker's compensation benefits to any person for injuries arising from or connected with services performed on behalf of Subrecipient pursuant to this Agreement.

47. NOTICES. All notices to Subrecipient shall be given in writing, by registered or certified mail, postage prepaid, to the following address: Jewish Family Services of Los Angeles, 3580 Wilshire Boulevard, Suite 700, Los Angeles, CA 90010. All notices, reports and other documents to the City shall be given in writing, by certified or registered mail, postage prepaid, to City Project Director or his/her designee at City Manager's Office, 455 North Rexford Drive, Beverly Hills, CA 90210. Each party shall promptly notify the other party of any change(s) of address to which notices shall be sent pursuant to this Agreement.

Executed this _____ day of _____, 20___, at Beverly Hills, California.

City: CITY OF BEVERLY HILLS
A Municipal Corporation

_____
BARRY BRUCKER
Mayor of the City of Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

Subrecipient: JEWISH FAMILY SERVICE

June Jones-Dehney (for Paul S. Castro)
PAUL S. CASTRO
Executive Director/ Chief Executive Officer

Trent Maggard
TRENT MAGGARD
Chief Financial Officer

APPROVED AS TO FORM:

Deborah Hedmonds
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

_____
JEFFREY KOLIN
City Manager

[Signatures continue]

JAMES R. LATTA
Human Services Administrator

SCOTT G. MILLER
Director of Administrative Services/
Chief Financial Officer

KARL KIRKMAN
Risk Manager

CITY OF BEVERLY HILLS
HANDYWORKER SERVICES SINGLE-UNIT PROGRAM
JULY 12, 2011 - JUNE 30, 2012

EXHIBIT A: PROJECT DESCRIPTION

PURPOSE AND BENEFICIARIES

The purpose of the proposed project is to provide labor and materials to approximately 7 single-family dwelling units for housing conservation services for moderate- or low-income households in the City of Beverly Hills. It is anticipated that the majority of program beneficiaries will be members of the City's low-income, elderly population. Services will be provided on a first-come, first-served basis.

The program will be implemented in Census Tracts 7006, 7007, 7008, 7009.01, 7009.02 and 7010.

CONTENT AND OPERATION

Jewish Family Service ("service provider") will provide, under the supervision of the City of Beverly Hills, all labor, equipment, supplies, administrative support, community outreach, determination of eligibility of program participants, and documentation necessary for implementation of a "Handyworker Services Single-family Dwelling-Unit Program."

The program will consist of providing free labor and materials to eligible single-family homes for minor home repair services and security and mobility improvements, which do not require a permit, except as noted in Section D.

Beneficiary Eligibility

An "eligible household" is defined as a household consisting of one or more persons who form a housekeeping unit and who occupy a single-family detached dwelling unit where the household income does not exceed the moderate- or low-income limits established by the United States Department of Housing and Urban Development, and which are in effect at the time eligibility for participation is determined.

Beneficiaries of this program are limited to those households with annual incomes less than or equal to 80 percent of the median income for the Los Angeles/Long Beach area, as adjusted for family size under the HUD Section 8 program guidelines. For 2010, the low end of the income range limits published by HUD for moderate-income [80 percent of median] households are those listed in Table 1 below.

Table 1*

# Persons per Household	Moderate Income
1	$47,850
2	$54,650
3	$61,500
4	$68,300
5	$73,800
6	$79,250
7	$84,700
8	$90,200

*HUD generally revises income limits annually.

Applicants may participate in the program, not more than once per year, and must be screened for eligibility on each occasion. Potential clients shall provide proof that income does not exceed 80% of median income for the Los Angeles area (based on federal HUD Section 8 program guidelines). Requested proof will be based on stated income source. Proof of income may include, but may not be limited to, the documents indicated herewith: award letters (e.g. for social security or disability), bank statements indicating direct deposits, check stubs (e.g. for Social Security payments, pensions, employment, insurance payment, annuity, interest income, stocks, shares, or divided awards); disability, unemployment, or worker's compensation benefits; alimony, child support; welfare; rental income; most recent Internal Revenue Service (IRS) income tax form with all the schedules. Income documentation must be dated within 12 months of the date of service request and will be retained in each job file. Service provider will do its due diligence to ensure clients' income meets the eligibility requirements.

Self-certification of eligibility by applicants shall not be considered acceptable evidence.

The following activities will be included in the Scope of Services provided by Subrecipient under contract to the City of Beverly Hills.

A. Community Outreach

Develop and provide community outreach efforts, including project advertising and promotional materials sufficient to achieve program goals. This may include the preparation of flyers, brochures and press releases, placing paid advertisements in local newspapers, preparing mailers, and making presentations to groups. Public information releases for Community Cable TV, or other nonprint media, may be developed. Program information shall be mailed by Subrecipient upon request.

Any and all public information materials shall be submitted for review to the City's Project Director, or his designee, with approval of the content and method of distribution required prior to release.

B. Applicant Screening

Potential applicants, who make inquiries, will be informed of the extent of the work that can be performed and advised of eligibility requirements and application procedures. Owner permission agreements will be secured prior to commencement of any work, including an indemnification of the City and its employees against damages or claims.

C. Pre-Construction

Once a resident is determined to be eligible, the service provider must arrange to visit the worksite, jointly determine the repairs to be completed with the client, and complete a work order of the repairs, which must be signed by the client and the service provider. To avoid possible future claims against the service provider, the service provider shall also document at this time any pre-existing, damaged conditions to the subject property, which evaluation shall also be signed by both the client and the service provider, and a copy given to the client. This evaluation may be combined with the work order. As part of the intake process, the service provider must also provide each client with proper notification of the hazards associated with lead-based paint and document the client's receipt of such written notification. For each proposed worksite, the service provider must submit a Section 106 Historical Review form to the City for clearance by the CDC.

D. Site Work

The Handyworker Program is intended to provide the following minor home repair services, generally defined as repairs that are exempt from the requirement to obtain City permits, except as noted in 1.c., 3.a., and 3.f. City staff will assist Subrecipient in obtaining any required permits, and no fee will be charged for City permits. The following services may be provided, up to a maximum of $5,000 per job for labor and materials. Interior and exterior work may be provided to single-family homes, and with the exception of security and mobility improvements, only interior work may be provided to multi-family units so that the services benefit only the eligible household.

1. Interior/Exterior Repairs
    a. Painting and finishing of walls and ceilings.
    b. Wall resurfacing (stucco, plaster, wallboard, patching, etc.).
    c. Installation of devices for the elderly or handicapped (ramps, handrails, bathroom fixtures, etc.). If ramps are installed on the exterior of a dwelling unit, drawings or sketches shall be submitted to the Department of Building & Safety for prior review. A permit, or City inspection, may be required for handrails or ramps.
    d. Roofing repairs such as installing new gutters or cleaning or repairing existing gutters, downspouts, and caulking so long as minor with no permit required.
    e. Electrical repairs to existing wiring, wiring devices, lighting fixtures, and safety switches so long as minor with no permit required.

f. Plumbing repairs to water, gas, or sanitary waste and drainage piping, water heater, or plumbing fixtures, so long as minor with no permit required.
g. Heating system/thermostat repairs.
h. Cement work on walks, driveways, and walls.
i. Masonry work on walls and chimneys.
j. Asphalt work on walks and driveways.
k. Repairs to, or replacement of, doors, windows, or screens.
l. Bathroom and kitchen tile work and floor repairs.
m. Repairs to secure premises against vermin.
n. Removal of lead-based paint, if done by workers certified to do such work.
o. Carpet replacement where existing carpet is severely worn.
p. Other minor repairs that do not require a permit.

2. Energy Conservation Activities
   a. Weather-stripping doors and windows, caulking, replace glazing.
   b. Insulation of attic and water heater.
   c. Replacement of defective fixtures with energy-efficient lighting fixtures, if requested.
   d. Replacement of defective fixtures with energy-efficient plumbing fixtures for toilets, showers, etc., if requested.

3. Security/Safety Improvements

   All security and safety devices shall be subject to review and approval as to type by the Police Department prior to installation. This may be done once annually.

   a. Security screens and security bars: prior review of security bars for units in single-family, residential buildings shall be in accordance with established procedures for design review. Approved quick-release, security bars may be installed only by a licensed contractor on bedroom windows of units which are already equipped with hard-wired smoke detectors, or for single-family homes, where hard-wired smoke detectors are being installed as part of the same Handyworker job. Prior to an installation, the Beverly Hills Department of Building and Safety must be consulted regarding issuance of a non-fee permit. The contractor must obtain a City inspection of the completed work.
   b. Deadbolt locks, window locks, and pin locks for sliding glass doors.
   c. Door peepholes.
   d. Repairs to fences not over six feet.
   e. Safety lighting.
   f. Smoke detectors conforming to Uniform Building Code (UBC) standard 43-6 shall be installed in accordance with the 1993 UBC and all Beverly Hills' amendments thereto. Such smoke detectors shall be installed in single-family residences only, and shall not be installed in apartments, or condominiums,

because landlords, or the condominium associations, were required to install such smoke detectors. With the stipulation that Installers shall be electrical contractors licensed in the State of California and shall provide a Certificate of Worker's Compensation insurance, or certify that they are exempt. The contractor, prior to each installation, shall obtain electrical permits from the Department of Building and Safety, and the contractor shall request an inspection of the completed work by City inspectors. No fee shall be charged for such permits for this City program. For jobs completed under the terms of this agreement only, such electrical contractors shall be exempt from the requirement to obtain a business license.

MINIMUM HABITABILITY STANDARDS

The service provider will be required to provide the above services that address the priorities of the homeowner and do not exceed the maximum $5,000 in labor and materials costs. In addition, the City requires that each home receiving service will meet the following minimum habitability standards when work has been completed and has been reviewed from the standpoint of security:

1. All doors and windows are intact, operable, and capable of being secured so as to avoid break-ins;

2. All water faucets in the kitchen and bathroom(s) operate properly;

3. At least one toilet functions;

4. All pathways, exterior porches, and stairs are free of holes and other hazards;

5. Installed light switches and outlets work;

6. Smoke detectors are operating in each sleeping room, each corridor, or area giving access to such rooms, and at the top of the stairway in a two-story home.

7. Bath/shower area grab bars are installed, where necessary, in units occupied by seniors or the disabled.

If the repairs necessary to bring a home into conformance with these habitability standards are beyond the scope of this contract, and/or would exceed $5,000 in labor and materials cost, the service provider shall notify the City.

PROCUREMENT

Procurement and Storage of Supplies and Equipment

Procurement of supplies and equipment shall comply with federal requirements. For transactions involving less than $25,000, a minimum of three oral or written bids shall be obtained and documented. Transactions involving more than $25,000 require more extensive procurement procedures. All equipment that has a purchase, or lease price of over $300 in unit value, and a life expectancy of more than one year, shall be approved by the City prior to purchase or lease. If an applicant has quality, usable materials, those materials shall be included as part of the $5,000 maximum for materials and labor. Applicants will be encouraged to make such materials available.

All equipment, materials, and supplies will be procured and stored by the service provider in a secure, locked area. General inventories shall be kept to a minimum and materials shall be purchased for each job with copies of expenditure documentation maintained in each job file. The City will not reimburse the service provider for materials that are lost or stolen.

Procurement of Services

Procurement of services provided by persons who are not employees of the service provider, such as contract bookkeepers, electricians, or carpet-laying subcontractors, shall be approved in advance by the City and shall comply with federal requirements. A minimum of three oral, or written bids, shall be solicited and documented with an explanation provided as to the reason for the selection. Copies of all related documentation in the procurement of outside services shall be transmitted promptly to the City.

REPORTING REQUIREMENTS/MONITORING

Reports

A monthly report of residents who received repair services, including a summary of work performed at each address, shall be submitted to the City. The report shall include the demographic information required to be reported for each new client, as well as the name and address of applicants approved for work and awaiting services. Individual job files shall be maintained at the service provider's office and shall include the client's application for service, copies of documents establishing eligibility (proof of occupancy or ownership in the City and income verification), building owner's release form, a work order signed by the service provider and the client, evidence that the client has been provided with the HUD lead-based paint advisory, completion sign-offs, and receipts for materials/stock transfer slips. The service provider must also keep a written record documenting the reasons for service denial.

Monitoring

All program and financial files pertaining to this contract shall be available to the City of Beverly Hills, County of Los Angeles Community Development Commission, and the U.S. Housing and Urban Development Department staff upon request. City staff will make periodic visits to the service provider's office to review client files and to verify client eligibility and the adequacy of the file documentation. Staff will contact households receiving service to verify that the work was satisfactorily completed in accordance with the initial work order and the monthly program report received by the City. Staff may make periodic visits to worksites to verify that minimum habitability concerns have been addressed and that the work was performed as stated.

Contractors receiving individual awards for $100,000 or more and all subrecipients must certify that the organization and its principals are not suspended or debarred. The non-Federal entities may rely upon the certification unless it knows that the certification is erroneous. Non-Federal entities may check for suspended and debarred parties that are listed in the List of Parties Excluded From Federal Procurement or Nonprocurement Programs, issued by the General Services Administration (GSA). (The electronic list can be accessed on the Internet (http://epls.arnet.gov/). Please note that the user will be required to record their name and organization for purposes of the Computer Matching and Privacy Act of 1988.)

INSURANCE

The selected service provider shall maintain insurance in accordance with the requirements set forth in Attachments I and II to this Exhibit.

PAYMENT PROCEDURES

The agreement between the City and the selected service provider allows for an advance funding arrangement, or the service provider may be reimbursed as costs are incurred. Funding requests shall be submitted on forms supplied by the City and shall be submitted on a monthly basis. All expenditures must be fully documented by receipt, time records, invoices, cancelled checks, bank statements, and other appropriate records, which fully and completely disclose the amount and nature of the expenditure. This includes indicating the number of hours per pay period that each employee works on each job on behalf of the City of Beverly Hills and the amount charged to the City of Beverly Hills' account for each of these employees. Any funds advanced to the service provider, but not expended at the end of the contract period, shall be returned to the City. Funds shall not be maintained in an interest-bearing account, and there shall be no commingling of CDBG funds with any other funds received by the service provider.

ATTACHMENT I TO EXHIBIT A

INSURANCE REQUIREMENTS

Contractor shall be required to provide the following insurance to meet contract requirements:

1. Workers' Compensation as required by State Law, including Employer's Liability Limits of $1,000,000.

2. Blanket Honesty Bond of at least 50% of the amount of the grant or $25,000, whichever is less.

3. Comprehensive General and Automobile Liability, including Contractual Liability. The minimum amount of coverage for General Liability shall be $1,000,000 for each occurrence, $2,000,000 in the aggregate, and $500,000 combined single limit for Automobile Liability.

4. Property Coverage: If, under the terms of the Agreement the Contractor will have possession of, rent, lease, or be loaned City-owned real or personal property, Contractor may be required to insure the property for replacement cost against fire and extended coverage perils including vandalism and malicious mischief.

General and Automobile Liability

General liability and automobile liability policies shall be endorsed to contain the following provisions:

A. The City of Beverly Hills and their officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of the Contractor including products and completed operations, premises owned, leased, or used, and automobiles owned, leased, hired, or borrowed.

B. The insurance coverage shall be primary insurance with respect to the City. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the insurance and shall not contribute with it. The insurance policies shall include provisions for waiver of subrogation.

C. Coverage shall state that the insurance shall apply separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the insurer's liability.

Certificates of Insurance

At all times during the term of this Agreement, Contractor shall maintain on file with the City Clerk a certificate or certificates of insurance, in the form set forth in Attachment II, attached and incorporated by this reference, showing that the aforesaid policies are in effect in the required amounts.

No funds shall be advanced, reimbursed, or disbursed until all insurance requirements have been met and evidence of said insurance consisting of Certificates of Insurance and original endorsements, as required, have been reviewed and approved as being sufficient by the City Risk Manager.

Notice of Cancellation

Except for non-payment of premium, each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, or canceled by either party or reduced in coverage except after thirty (30) days prior written notice has been given to the City of Beverly Hills, Contractor agrees that it shall not cancel or reduce said insurance coverage.

Acceptable Insurance Carriers

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California, or carriers with a rating of, or equivalent to, A:VII by the most recent edition of A.M. Best & Co. Any deviation from this rule shall require specific approval in writing from the City Risk Manager.

ATTACHMENT II TO EXHIBIT A

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

ADDRESS

COMPANIES AFFORDING COVERAGE

A.
B.
C.

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS B.I.	P.D.	AGGREGATE
	☐ **AUTOMOBILE LIABILITY** ☐ **GENERAL LIABILITY** ☐ PRODUCTS/COMPLETED OPERATIONS ☐ BLANKET CONTRACTUAL ☐ CONTRACTOR'S PROTECTIVE ☐ PERSONAL INJURY ☐ EXCESS LIABILITY ☐ **WORKERS' COMPENSATION** ☐					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____ BY: _____
Authorized Insurance Representative

TITLE: _____

AGENCY: _____ ADDRESS: _____

_____ _____

RM02.DOC REVISED 10/14/96.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CI JEWIS-7

DATE (MM/DD/YYYY) 01/05/11

PRODUCER
Arthur J. Gallagher & Co.
Ins Brokers of CA Inc. 0726293
505 N.Brand Blvd, Suite 600
Glendale CA 91203-3944
Phone: 818-539-2300 Fax: 818-539-2301

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Jewish Family Service
of Los Angeles
3580 Wilshire Blvd. #700
Los Angeles CA 90010

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	PHILADELPHIA INDEMNITY INS CO	
INSURER B:	Zenith Insurance Company	13269
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	PHPK646409	11/01/10	11/01/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	X	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	PHPK644104	11/01/10	11/01/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	PHUB326146	11/01/10	11/01/11	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Z042656716	01/01/11	01/01/12	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A		OTHER Med Prof Liability Claims-Made	PHPK646409	11/01/10	11/01/11	Limit Agg Lmt	1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Beverly Hills, their officials, employees,and volunteers are included as additional insured as respects General & Automobile Liability arising out of operations of the named insured. Evidence of Insurance as respects Workers' Compensation. Insurance is primary and non-contributory.

CERTIFICATE HOLDER

CITYBHI

City of Beverly Hills
Attn: Deputy City Clerk
455 North Rexford Drive #190
Beverly Hills CA 90210

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Wendy Cohl

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CITY OF BEVERLY HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

BUDGET

EXHIBIT B

Project Name: Handyworker Program – SF Amendment No. _____
July 1, 2011 – June 30, 2012

Jewish Family Service of Los Angeles

COST CATEGORY				CDBG SHARE
PERSONNEL SERVICES				
Intake Worker	21 hrs/wk	Hourly rate $20.81	3.5 months	5,502
Intake Worker:	15 hrs/wk	Hourly rate $16	8.5 months	8,840
Program Director	7.5 hrs/wk	Hourly rate $26.21	8.5 months	7,241
Payroll Taxes & Benefits				8,553
TOTAL PERSONNEL SERVICES				**30,136**
NON-PERSONNEL SERVICES				
Travel & Mileage				350
Professional Services*				60,000
Office Supplies				550
Postage				50
Equipment Rental / Lease				100
Printing & Marketing				1,000
Telephone				250
Rent & Occupancy				-
TOTAL NON-PERSONAL SERVICES				**62,250**
TOTAL INDIRECT COST				23,096
TOTAL BUDGET				**115,482**

Note: Professional Services: $5,000 x 12 units = $60,000

EXHIBIT C

Community Development Commission
County of Los Angeles

COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031

CERTIFICATION

Name of Firm: JEWISH FAMILY SERVICE OF LOS ANGELES Date: 10/18/2011
Address: 3580 WILSHIRE BLVD., SUITE 700
State: CA Zip Code: 90010 Phone No.: (323) 761-8800

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles:

1) It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and;

2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;

3) That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:
Name: PAUL S. CASTRO Title: CHIEF EXECUTIVE OFFICER
Signature: Susie Jones-Dehney Date: 10/18/2011
(FOR PAUL S. CASTRO)