



## AGENDA REPORT

**Meeting Date:** September 15, 2009  
**Item Number:** F-17  
**To:** Honorable Mayor & City Council  
**From:** Noel Marquis, Assistant Director of Administrative Services - Finance  
**Subject:** APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN  
**Attachments:** 1. Agreements (6)

---

**ITEM A. APPROPRIATING DONATIONS RECEIVED FROM VARIOUS INDIVIDUALS AND GROUPS IN THE AMOUNT OF \$28,569.75 FOR LIBRARY OPERATIONS AND EQUIPMENT**

**RECOMMENDATION**

Staff recommends that the City Council move to appropriate funds in the amount of \$28,569.75 received as donations from various individuals and groups for library operations and equipment as follows:

FROM		TO	
\$28,569.75	01-30000 General Fund Unrestricted Balance	\$22,070.00	0107704-71200 Library Borrowers Services Salaries -PT-Hourly
		\$3,575.00	0107707-72140 Library Equipment
		\$2,924.75	0107707-72100 Books & Publications

## INTRODUCTION

The City of Beverly Hills Public Library received multiple donations - historical documents, equipment and monies. Donations were accepted by the City Council at its 8/18/09 study session.

## DISCUSSION

As a result of the budget cuts, there were a number of valuable programs at the Library that were set to be eliminated. Fortunately, a number of local organizations and individuals who wanted to continue these programs responded through donations. Benefactors like Marc Wanamaker of Bison Archives and the Beverly Hills Historical Society donated a collection of photos and documents relating to the history of Beverly Hills and a local resident donated monies to acquire a high quality scanner to be used to support the library's historical collection.

Moreover, monetary donations were received from- the Friends of the Library (\$22,070), Rotary Club of Beverly Hills (\$3,000), Samuel Goldwyn Foundation (\$2,000), Barbara Sadoff's family (\$575) and friends and other miscellaneous donations including the annual gift from the Nyegaard family (\$924.75). These donations will pay for the various library services, equipment and materials.

In order for the City to spend the monies donated as requested by the benefactors the funds need to be appropriated by City Council action into the appropriate accounts.

## FISCAL IMPACT

These are donations and therefore would not have any fiscal impact.

## **ITEM B. APPROVAL OF AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND OFFICEMAX INCORPORATED (FORMERLY BOISE OFFICE SOLUTIONS) TO PROVIDE OFFICE SUPPLIES**

## RECOMMENDATION

Staff recommends that the City Council approve amendment no. 1 to an agreement between the City of Beverly Hills and OfficeMax Incorporated (formerly Boise Office Solutions) to provide office supplies.

## INTRODUCTION

OfficeMax Incorporated (formerly Boise Office Solutions) has served the City of Beverly Hills since 2003 and has proven its service and pricing to be very competitive. They continue to provide the same quality of service and materials at no additional cost to the City. In addition to being a leader in both business-to-business office products solutions and retail office products and services, they strive to promote sustainability and minimize the adverse environmental impacts of their operations and products by being sensitive to environmental issues throughout our business systems.

In July 2009, Council approved a total of a not-to-exceed amount of \$107,418.75 in annual purchase orders as stipulated in the contract consideration.

### **DISCUSSION**

This amendment changes the agreement so that the amount spent with the vendor annually is controlled by City Council authorization of the annual blanket purchase order rather than arbitrarily setting a maximum in the agreement. Changing the consideration so it is based on actual departmental needs each fiscal year as set forth in the City's purchase orders provides greater flexibility in managing the City's office supply needs and saves staff time by eliminating the need to amend the contract each time the dollar amount changes.

### **FISCAL IMPACT**

Changing the agreement consideration to a not-to-exceed amount set forth in the City's purchase orders has no fiscal impact at this time. Moreover, should there be additional monies needed, each department has a budget for office supplies (72060) to fund this purpose.

**ITEM C. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR INFORMATION TECHNOLOGY CONSULTING SERVICES RELATED TO GIS DEVELOPMENT FOR PUBLIC SAFETY'S UNITE PROJECT; AND**

**APPROVAL OF A PURCHASE ORDER FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$150,000**

### **RECOMMENDATION**

Information Technology Department recommends that the City Council approve an agreement with Environmental Systems Research Institute, Inc. (ESRI) and authorize a purchase order in the not-to-exceed amount of \$150,000 for information technology consulting services related to GIS development for the Public Safety's Unite Project.

### **INTRODUCTION**

The Beverly Hills Police Department received funding under the Edward Byrne Memorial Discretionary Grants Program for further implementation related to the Unified Network of Interoperable Technology Enhancements (UNITE) project. A major part of the project involves the development of a multi-user, multi-jurisdictional, integrated, interoperable, secure GIS application that will provide situational awareness analysis and a common operating view for public safety personnel.

To this end, the City has envisioned an innovative design that makes use of the latest web 2.0, geospatial and Service Oriented Architecture (SOA) technologies. Now that a pilot of this concept has been successfully completed, the City would like to utilize capable consultants to implement a production level application.

## DISCUSSION

On May 21, 2009 the City released a Request for Proposals (RFP) soliciting bids, referred to as Bid No. 09-38, for Information Technology Consulting Services related to GIS Development for Public Safety's UNITE Project. On June 9, 2009 at 2:00 p.m., the sealed bids were opened by the Deputy City Clerk. Eight responses were received.

Of the eight responses, two companies were selected as finalists based on the proposals submitted and were invited to provide additional information. The selection process emphasized the following:

- Demonstrated ability, capacity and skill to provide the requested services;
- Ability to provide the services within the allotted time (expected productivity);
- The bidders financial and technical resources and the effect thereof on its ability to perform the contracted services and provide necessary support;
- Relevant hands-on experience in public safety specific web 2.0 geospatial technology implementation; and
- The ability to mobilize additional resources to develop tools that may not currently be available in the market.

The cost breakdown of the two finalist bidders is:

- ESRI \$210-\$349 per hour
- Camp Dresser & McKee Inc (CDM) \$135 per hour

Upon evaluation of the presentations, the City's selection committee determined that ESRI has the most extensive relevant experience in providing the requested services. Although the hourly rate of ESRI is higher, staff strongly believes that considering its related experience and large pool of professionals, ESRI can produce significantly more per hour than CDM. ESRI is the global market leader in GIS technology and the innovator of the ArcGIS Flex API technology which the City plans to use in this project.

Since public safety and emergency management workflows involve multi-disciplinary knowledge, ESRI's wide array of engineering and consulting experience in all such areas would help the City to develop advanced tools and a system that may not even be currently available in the market. This may include advanced real-time geospatial analysis and interoperable integration of various emergency management services. In addition, ESRI has satisfactorily completed previous consulting services, and has a good understanding of the City's GIS infrastructure, which ultimately reduces the number of hours needed for this purpose.

The agreement between ESRI and the City provides for a not-to-exceed amount of \$150,000.

## FISCAL IMPACT

Funds are provided by the Edward Byrne Memorial Discretionary Grant, for the Public Safety's UNITE project plan and have been allocated in the Police UNITE Grant-Federal CIP-Acquisition (1902105F006-85010) fund for this purpose.

**ITEM D. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND STEP UP ON SECOND FOR OUTREACH AND ENGAGEMENT PROGRAM IN SUPPORT OF THE CITY'S CLASP PROGRAM; AND**

**APPROVAL OF A PURCHASE ORDER FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$85,000**

**RECOMMENDATION**

Staff recommends that the City Council approve the agreement and purchase order to Step Up on Second for a total not-to-exceed amount of \$85,000 for outreach and engagement program in support of the City's CLASP (Changing Lives and Sharing Places) program.

**INTRODUCTION**

Step Up on Second is a nationally recognized treatment center that is committed to the long-term support of re-integration of mentally ill individuals. The agreement will provide for an outreach/case management team trained to work with mentally ill homeless individuals who comprise the majority of the City's homeless. The team will evaluate, assess, and refer for services those individuals as homeless and/or in need of community mental health support services.

**DISCUSSION**

Initially, the City implemented a six-month pilot program from January 1-June 30, 2008, with Step Up on Second to provide an outreach/case management team for the City of Beverly Hills. The team augmented existing efforts of People Assisting the Homeless (PATH) and All Saints Episcopal Church's homeless outreach program. With the success of the pilot program, the City contracted Step Up on Second for a full year for \$85,000 in fiscal year 2008/2009.

To build on the foundation that has been laid, staff is requesting to continue the program for outreach and engagement of the City's homeless individuals to fiscal year 2009/2010. The contract is for one year.

**FISCAL IMPACT**

Funds were budgeted and are available in the Contractual Services-Community Support (0108803-73400) fund for this purpose.

**ITEM E. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND JEWISH FAMILY SERVICE FOR COMMUNITY ASSISTANCE FUNDS; AND**

**APPROVAL OF A PURCHASE ORDER FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$50,500**

**ITEM F. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND THE MAPLE COUNSELING CENTER FOR COMMUNITY ASSISTANCE FUNDS FOR COMMUNITY MENTAL HEALTH SERVICES; AND**

**APPROVAL OF A PURCHASE ORDER FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$86,499**

**ITEM G. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND WESTSIDE FOODBANK FOR COMMUNITY ASSISTANCE FUNDS; AND**

**APPROVAL OF A PURCHASE ORDER FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$72,000**

**RECOMMENDATION**

Staff recommends that the City Council approve the agreements and purchase orders for the following- 1) Jewish Family Services (\$50,500), 2) Maple Counseling Center (\$86,499); and 3) Westside Food Bank (\$72,000) for community assistance funding.

**INTRODUCTION**

For many years the City has provided community assistance funds to support the operation of valuable human services within the community of Beverly Hills. The funding request is for organizations providing services vital to the health and welfare of the community and/or providing regional services that enable the City to meet its regional obligation to ameliorate social problems.

**Westside Food Bank (WFB)** provides food to 65 member agencies within the area bounded to the north by the Santa Monica Mountains, to the south by Los Angeles International Airport, and west of La Brea Avenue to the ocean. In 2008, the number of requests at member pantries was 42% higher than in the same six month period the prior year. Although the number of Beverly Hills residents who receive food from the agencies served is not reported, the portion of the WFB service area that includes Beverly Hills and the immediate surrounding community is the area where food assistance is growing rapidly.

**Jewish Family Service (JFS)** developed 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. The JFS Care Management Program consists of comprehensive assessment, an individual care plan, service coordination, monitoring/home visits and emergency response services. Moreover, an English/Farsi/Hebrew-speaking gerontologist services the community from Roxbury Park one morning per week.

**The Maple Counseling Center (TMCC)** has served the greater Los Angeles metropolitan area and the City of Beverly Hills since 1971. It is a non-profit, community-based mental health provider of low-cost psychological counseling to individuals, couples, families, and groups

Meeting Date: September 15, 2009

ranging in age from infants to seniors. They are a resource for mental health education, prevention, intervention, and crisis support in the Beverly Hills community. In addition, TMCC offers programs such as onsite individual and group counseling, tutoring, Community Circle, peer counseling and the Safe Ride program within the Beverly Hills Unified School District. In 2008, approximately 25% of its clients seen were from Beverly Hills. TMCC also administers the senior peer counseling program (which is not a part of this City Council action) for Agreement no. 339-09 with the City at a not-to-exceed amount of \$19,000.

**DISCUSSION**

These organizations provide the City a delivery system that has been proven to be effective and efficient. The cost for the City to provide these services is estimated to be far greater than the support provided to these organizations. Furthermore, during this economic downturn, funding these agencies will help augment the gap that is being created by the cutting or closing of many social services in the Beverly Hills area.

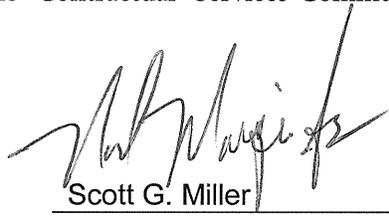
Each agreement requires the organization to provide the City with quarterly status reports outlining their operation and general activities and the ongoing benefit to the City of Beverly Hills. Funds will be paid to the organization in quarterly installments following receipt of these reports. Each agreement is for one year period, through June 30, 2010.

Funding was informally approved at the July 7, 2009 City Council Study Session.

**FISCAL IMPACT**

Funds were budgeted and are available in the Contractual Services-Community Support (0108803-73400) fund for this purpose.

  
\_\_\_\_\_  
Noel Marquis  
Finance Approval

  
\_\_\_\_\_  
Scott G. Miller  
Approved By

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN  
THE CITY OF BEVERLY HILLS AND OFFICEMAX  
INCORPORATED (FORMERLY BOISE OFFICE  
SOLUTIONS) TO PROVIDE OFFICE SUPPLIES

NAME OF VENDOR: OfficeMax Incorporated

RESPONSIBLE PRINCIPAL OF VENDOR: Raymond Curry, Vice President  
Sales

VENDOR'S ADDRESS: 7300 Chapman Avenue  
Garden Grove, California 92841

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention:

COMMENCEMENT DATE: May 13, 2008

TERMINATION DATE: June 30, 2010

CONSIDERATION: Not to exceed the amount set forth in  
City's purchase orders.

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN  
THE CITY OF BEVERLY HILLS AND OFFICEMAX  
INCORPORATED (FORMERLY BOISE OFFICE  
SOLUTIONS) TO PROVIDE OFFICE SUPPLIES

This Amendment No. 1 is to that certain Agreement dated May 13, 2003 and identified as Contract No. 114-03 (the "Agreement"), a copy of which is on file in the office of the City Clerk, between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and OfficeMax Incorporated (formerly Boise Office Solutions), a corporation. (hereinafter called "VENDOR") to provide office supplies.

RECITALS

A. CITY entered into a written Agreement dated May 13, 2003 for office supplies, which has previously been extended.

B. CITY desires to amend the consideration to allow purchase orders to define VENDOR's annual compensation each fiscal year.

NOW, THEREFORE, the parties hereto do amend the Agreement as follows:

Section 1. The Consideration is amended as set forth above.

Section 2. Except as expressly modified by this Amendment No. 1, all of the provisions of the Agreement shall remain in full force and effect.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
NANCY KRASNE  
Mayor of the City of Beverly Hills,  
California

ATTEST:

\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

VENDOR:  
OFFICEMAX INCORPORATED

  
\_\_\_\_\_  
~~SCOTT O'FARRELL~~ RAYMOND CURRY  
Vice President ~~Regional~~ Sales

*R 8-21-09*

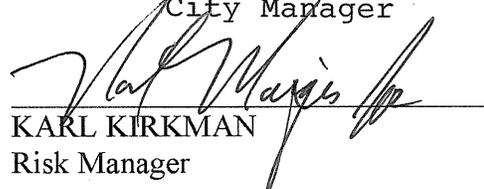
  
\_\_\_\_\_  
BRUCE BESANKO  
Chief Financial Officer

*8-5-09*

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD, ICMA-CM  
City Manager  
  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI)  
FOR INFORMATION TECHNOLOGY CONSULTING SERVICES  
RELATED TO GIS DEVELOPMENT FOR PUBLIC SAFETY'S UNITE  
PROJECT

NAME OF CONTRACTOR: Environmental Systems Research Institute,  
Inc. (ESRI)

RESPONSIBLE PRINCIPAL  
OF CONTRACTOR: Edward Carubis, Senior Program Manager

CONTRACTOR'S ADDRESS: 380 New York Street  
Redlands, California 92373-8100  
Attention: Edward Carubis, Senior Program  
Manager

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: David Schirmer, Chief  
Information Officer

COMMENCEMENT DATE: September 1, 2009

TERMINATION DATE: December 31, 2009

CONSIDERATION Not to exceed \$150,000.00 as more fully  
described in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI)  
FOR INFORMATION TECHNOLOGY CONSULTING SERVICES  
RELATED TO GIS DEVELOPMENT FOR PUBLIC SAFETY'S UNITE  
PROJECT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Environmental Systems Research Institute, Inc. (ESRI) (hereinafter called "CONTRACTOR").

RECITALS

- A. CITY desires to have certain services provided as set forth in Exhibit A (the "Scope of Work" and/or Service), attached hereto and incorporated herein.
- B. CONTRACTOR represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1 CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to request, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONTRACTOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY or in accordance with a mutually agreed upon project schedule and shall terminate on the Termination Date set forth above, unless sooner terminated pursuant to Section 13 of this Agreement.

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONTRACTOR for the services provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above, based on the hourly rates and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses. CONTRACTOR shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONTRACTOR which are not expressly authorized by this Agreement will not be reimbursed by CITY.

Section 4. Method of Payment. Unless otherwise provided for herein, CONTRACTOR shall submit to CITY a detailed invoice, on a monthly basis, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, the hours required to perform the services, and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR such Consideration in accordance with the schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. CONTRACTOR shall not assign or attempt to assign any portion of this Agreement, or subcontract any required performance hereunder, without the prior written approval of City. Such approval shall not be unreasonably withheld. CONTRACTOR, however, shall at all times be responsible for the services performed by any subcontractors.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible by CONTRACTOR shall not be made without prior written consent of CITY, which shall not be unreasonably withheld.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of insurance as follows:

(i) Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(ii) Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(iii) Workers' compensation insurance as required by the State of California.

(iv) Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY.

## Section 12. Indemnification.

(a) General Indemnity. Consultant agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the City, (collectively the "Indemnified Parties") from and against any and all damages, losses, liabilities, claims, judgments and settlements, including all reasonable costs, expenses and attorneys fees) arising out of any action or claim for bodily injury, death or property damage (except for databases not subject to a reasonable backup program) brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct by Consultant, its subcontractors or their respective directors, officers, employees, or agents.

(b) Infringement Indemnity. Consultant agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, every officer, employee and agent of the City from and against any loss, liability, cost or expense including, reasonable attorneys fees and costs, which may be incurred by the City against any claims, actions, or demands by a third party alleging that a Service infringes a U.S. patent, copyright, or trademark provided:

(i) the City promptly notifies Consultant in writing of the claim thereof;

(ii) Consultant has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and

(iii) the City cooperates fully in the defense of the claim.

If Consultant believes that a Service is or will become the subject of an infringement claim, or in the event that use of a Service is enjoined, Consultant, at its own expense, may either (i) obtain the right for the City to continue using the Service or (ii) modify the Service to make it non-infringing while maintaining substantially similar software functionality or data/informational content. If neither of such alternatives is commercially practical, the infringing items shall be returned to Consultant and Consultant's sole liability shall be to refund development fees paid by the City prorated on a twenty percent (20%) per year straight line depreciation basis over a five (5) year period from the date of acceptance.

Consultant shall have no obligation hereunder to defend the City or to pay any resulting costs, damages, or reasonable attorneys' fees for or with respect to any claims, actions, or demands alleging (i) infringement that arises by reason of combination of non-infringing items, however acquired, with any items not supplied by Consultant; (ii) infringement to the extent arising from material alteration of the Service by anyone other than Consultant, its agents, or its contractors;

(iii) the direct or contributory infringement of any process patent by the City through the use of the Service other than a process patent that is necessarily infringed by the internal processes executed within the Service itself when the Service is executed for its intended purpose; (iv) continued allegedly infringing activity by the City after it has been notified of the possible infringement; (v) continued allegedly infringing activity by the City to the extent it arises from failure of the City to use the updated or modified Service provided by Consultant for avoiding infringement; or (vi) infringement that arises from Consultant 's compliance with specifications furnished by the City.

THE FOREGOING STATES THE ENTIRE OBLIGATION OF CONSULTANT WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

Section 13. Termination.

(a) Termination for Cause. Either party may terminate this Agreement immediately upon written notice to the other party in the event that one or more of the following occur:

(i) Either party becomes insolvent, ceases to pay its debts in the ordinary course of business, is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors;

(ii) A trustee or receiver is appointed for any or all of either party's assets;

(iii) Any bankruptcy or insolvency proceeding under any federal or state bankruptcy or insolvency code, or similar law, whether voluntary or involuntary, is commenced by or against either party;

(iv) Either party is dissolved or liquidated;

(v) Either party defaults under this Agreement three (3) or more times within any six (6)-month period, regardless of whether such defaults are cured;

(vi) Either party breaches any provision of this Agreement and there is no possibility of cure;

(vii) There is any (1) Material change in the management or control of either party, (2) Transfer of any substantial part of either party's business; or (3) Bulk transfer by either party pursuant to the Uniform Commercial Code or similar law.

(b) Upon termination of this Agreement:

(i) In the event of termination pursuant to Subsections v–vii of Subsection (a) of this Section, the due dates of all invoices for amounts owed by the City to Consultant shall be accelerated automatically so that such amounts become due and payable on the effective date of termination, regardless of the payment term provisions set forth in this Agreement.

(ii) Except where a provision specifically provides otherwise, any cause of action or claim of one party accrued to or to accrue because of any breach or default of the other party and any accrued license rights shall survive to the degree necessary to permit their complete fulfillment or discharge.

(c) Termination for Convenience. City may terminate this Agreement at any time on fifteen (15) days written notice to Consultant and upon payment to Consultant for all amounts due to date, including the prorated contract price for all services performed by Consultant, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Consultant shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Consultant for the full performance of the services required by this Agreement.

(d) Obligations upon Termination. Upon termination of this Agreement, the parties shall have no further obligations pursuant to its terms, except that Sections 12, 15.1, 25, 27 and 28 of this Agreement shall survive termination.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Work Product.

(a) With the exception of the items stated in Subsections (a)(i), (a)(ii), (a)(iii) and (a)(iv) below of this Section, all other products of consulting, including, without limitation, any copyrightable works, ideas, discoveries, inventions, patents, products, videos, graphics, scripts, or other information (collectively, the "Work Product") developed in whole or in part by CONTRACTOR in connection with this Agreement shall be the exclusive property of CITY. If any of the items stated in Subsections (a)(i), (a)(ii), (a)(iii) and (a)(iv) below are incorporated into the Work Product, such items shall be provided in accordance with the relevant license provisions referenced in this Section. This section shall survive termination of this Agreement.

(i) The ESRI Flex Map Viewer for ArcGIS Server 9.3, which is provided to CITY subject to ESRI's online license terms located at the following website: <http://resources.esri.com/arcgisserver/apis/flex/index.cfm?fa=codeGalleryDetails&scriptID=15905>; and

(ii) CONTRACTOR'S Commercial-off-the-shelf Software: ArcGIS Server 9.3.1 and ArcGIS Desktop 9.3.1, which CITY is required to license from CONTRACTOR outside of this Agreement; and

(iii) Google's Street View and Microsoft Birds Eye View, which CITY must license at its own cost directly from the respective third party software licensors prior to the commencement of Services pursuant to this Agreement; and

(iv) The pre-existing Custom Software detailed in (1), (2), (3), (4) and (5) below, which is owned by CONTRACTOR and licensed to CITY in accordance with Subsection (b)(ii) of this Section.

- (1) "Add GeoRSS" widget for Flex; and
- (2) Routing widget for Flex; and
- (3) Demographic analysis widget for Flex; and
- (4) Roadblock widget for Flex; and
- (5) Driving time widget for Flex.

(b) Ownership of Custom Software and License Grant.

(i) Ownership of Custom Software.

Except as specifically granted in this Agreement, CONTRACTOR or its licensors own and retain all right, title, and interest in the Custom Software detailed in Subsection A(iv), items (1), (2), (3), (4) and (5) above. This Agreement does not transfer ownership rights of any description in such Custom Software to CITY or any third party.

Unless otherwise agreed in writing, such Custom Software is CONTRACTOR confidential and CITY shall preserve and protect their confidentiality. Insofar as its rights may be legally restricted, CITY agrees not to reverse engineer or decompile such Custom Software delivered only in object code, executable code, or formats subject to similar or greater means of access control (collectively, "Secure Formats"). For Custom Software delivered in source code or other human-readable formats, CITY shall have met its obligations under this Section if its disclosure of Custom Software is limited to Custom Software in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Custom Software is withheld from such disclosure, and the person or entity in receipt of such Custom Software similarly agrees not to perform such acts or allow others to do so.

Except as provided in the preceding paragraph, CITY shall not disclose the Custom Software to employees or third parties without the advanced written consent of CONTRACTOR. However, CITY may, without such consent, make such disclosures to employees as are reasonably required for the City's authorized use of the Commercial-off-the-shelf Software defined in Subsection A above, provided that such disclosure is strictly limited to the portions of the services needed for that purpose.

The disclosures permitted under the preceding paragraph shall not relieve CITY of its obligation to maintain the Custom Software in confidence and comply with all applicable laws and regulations of the United States, including, without limitation, its export control laws. Furthermore, before disclosing all or any portion of the Custom Software to employees or third parties as permitted in the preceding paragraph, CITY shall inform such employees or third parties of the obligations in this Section and obtain their agreement to be bound by them.

CITY shall not have any obligation to protect any part of such Custom Software that it can prove: (i) was in City's possession before receipt from CONTRACTOR; (ii) is or

becomes a matter of public knowledge through no fault of City; (iii) is rightfully disclosed by a third party without a duty of confidentiality; (iv) is disclosed by CONTRACTOR to a third party without a duty of confidentiality; (v) is independently developed by City; or (vi) is required to be disclosed by operation of law.

(ii) Custom Software License Grant

Subject to the terms and conditions set forth in this Agreement and effective upon their delivery, CONTRACTOR hereby grants to CITY a nonexclusive, worldwide license in the Custom Software detailed in Subsection (a)(iv) above, to use, modify, and reproduce the Custom Software in connection with City's authorized use of the CONTRACTOR Commercial-off-the-shelf Software defined in Section (a), above. The grant in the immediately preceding sentence does not apply to Map Data, which CITY must separately and directly license from the vendor.

(iii) Work Product License Grant

Subject to the terms and conditions set forth in this Agreement, CITY hereby grants to CONTRACTOR a nonexclusive, worldwide license in the Work Product to use, modify, and reproduce the Work Product in connection with CONTRACTOR's business purposes.”

This section shall survive termination of this Agreement.

Section 16. Information and Documents. Except as otherwise provided for in this Agreement, all data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 17. Confidentiality and Non-Disclosure.

(a) City's Confidential Information. Pursuant to the terms of this Agreement, City may provide Consultant with certain information, and/or access to certain information including public safety information (the "Information"), which was or will be obtained by the City pursuant to a License Agreement with a third party, or which is the proprietary information of the City, or which is not publicly known. Consultant, its employees, agents, representatives, contractors and subcontractors shall hold the Information which at the time of disclosure is identified as being confidential and confirmed in writing as "Confidential," private and confidential, and shall not:

(i) Use the Information, nor cause the Information to be used for any purpose other than in performance of its duties to the City,

(ii) Participate in the wrongful use, illegal use, or unauthorized disclosure of the Information, or

(iii) Sell, release, free trade, assign, or provide access to the Information, directly or indirectly, to third parties. This provision survives termination of Consultant's duties to the City.

(b) Consultant's Confidential Information. Except research and analysis documentation prepared by Consultant for City, and unless otherwise agreed in writing, the deliverables are Consultant confidential and City shall preserve and protect their confidentiality. Insofar as its rights may be legally restricted, the City agrees not to reverse engineer or decompile deliverables delivered only in object code, executable code, or formats subject to similar or greater means of access control (collectively, "Secure Formats"). For deliverables delivered in source code or other human-readable formats, City shall have met its obligations under this Section if its disclosure of deliverables is limited to deliverables in Secure Formats, provided that the means for reverse engineering, decompiling, or disassembling such deliverables is withheld from disclosure, and the person or entity in receipt of such deliverables similarly agrees not to perform such acts or allow others to do so. City shall not disclose the deliverables to employees or third parties without advance written consent of Consultant. However, City may, without such consent, make such disclosures to employees as are reasonably required for City's authorized use of the deliverables, provided that such disclosure is strictly limited to the portions of the deliverables needed for that purpose.

(c) Exclusions to Confidentiality. Neither party shall have any obligations to protect any information in this Section if:

(i) The party was in possession of the information before receipt from the disclosing party;

(ii) The information is or becomes a matter of public knowledge through no fault of the recipient;

(iii) The information is rightfully disclosed by a third party without a duty of confidentiality;

(iv) The information is disclosed by discloser to a third party without a duty of confidentiality;

(v) The information is individually developed by a party; or

(vi) The information is required to be disclosed by operation of law.

The disclosures permitted under the preceding paragraph shall not relieve City of its obligation to maintain the deliverables in confidence and comply with all applicable laws and regulations of the United States including, without limitation, its export control laws.

(d) Notwithstanding, Consultant acknowledges that City is subject to the California Public Records Act (the "Act") and that some or all of the deliverables (collectively "information") provided by Consultant may be disclosable thereunder. In the event a public records act request for Consultant's information is received, City shall use its best efforts to provide Consultant with written or verbal notice of such request, prior to compliance. However, nothing herein shall prevent City from complying with the requirements of the Act. In the event City determines that

any documents containing Consultant's information are not disclosable, and litigation is commenced to compel production of such documents, Consultant agrees to defend and indemnify City, with counsel of City's choice, as to any claims, liabilities, costs, and/or judgments that may be incurred by City as a result of such litigation. The provisions of this section shall survive the expiration or termination of this Agreement for any reason.

Section 18. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 years. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same a, and to inspect all program data, documents, proceedings and activities. This right to access, audit and inspect shall exclude profit, overhead, general and administrative costs of the CONTRACTOR.

Section 19. Changes in the Scope of Work. The CITY shall have the right to request, in writing, changes in the scope of work or the services to be performed. If the parties approve such changes to the scope of work, and such changes cause an increase or decrease in the cost or time required to provide a Service under the Scope of Work (regardless of whether the Service itself is changed), an equitable adjustment in the price or schedule, or both, shall be made, and this Agreement shall be modified accordingly in writing and signed by both parties.”

Section 20. Notice. Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 21. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 22. Entire Agreement. This Agreement and the Exhibits attached hereto represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 23. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 24. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 25. City Not Obligated to Third Parties. This Agreement and the obligations hereunder are not intended to benefit any party other than CITY and CONTRACTOR, except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

Section 26. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

Section 27. Federal Funding Restriction. Consultant understands that to ensure fair competition under federal regulations, Consultant may be restricted from bidding on federally funded projects resulting from the scope of services provided under this Agreement.

Section 28. Required Corrections and Limited Warranty.

(a) Time and Materials Scopes of Work

i. Limited Warranty. CONTRACTOR warrants that for a period of thirty (30) days from the date of acceptance that the Services will conform to the professional and technical standards in the software industry. During the limited warranty period, CITY may require CONTRACTOR to reperform the Services, at no additional cost to the CITY, which do not substantially conform to such standards. Any tangible output produced as a result of the Services provided by CONTRACTOR under this Agreement is provided "AS IS" without warranty of any kind.

ii. Disclaimer of Warranties. WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION (a)(i) OF THIS SECTION, CONTRACTOR DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) Map Data Disclaimer. CONTRACTOR DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY CITY OR CONTRACTOR, OR THE VENDORS OF EITHER OF THEM. IF SUPPLIED BY CONTRACTOR OR ITS VENDORS, CONTRACTOR BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET CITY'S NEEDS OR EXPECTATIONS. CONTRACTOR IS NOT INVITING RELIANCE ON MAP DATA, AND CITY SHOULD ALWAYS VERIFY ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION."

Section 29. Limitation of Liability. In no event shall ESRI be liable to City for any indirect, special, exemplary, consequential, or incidental damages or lost profits arising out of, or related to, this Agreement, even if it has been advised of the possibility of such damages. ESRI's liability for direct damages shall in no event exceed the amount actually paid by the City for the portion of the professional services involved.

Section 30. Nonhire of Contractor Personnel. It is hereby mutually agreed that City will not solicit for hire any employee(s) of ESRI's technical staff, who is (are) associated with efforts called for under this effort, for a period of one (1) year thereafter. In the event the foregoing provision is breached, liquidated damages equal to twelve (12) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision shall be paid by the City to ESRI.

Section 31. Taxes. Services provided are quoted exclusive of all state; local; value-added or other taxes, customs, or duties; or other charges (other than income taxes payable by ESRI). In the event such taxes and/or charges become applicable to ESRI's services, applications, or data, City shall pay any such applicable tax upon receipt of written notice that such tax(es) is/are due.

Section 32. UCC Inapplicability. Services provided hereunder will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

Section 33. High Risk Activities.

(a) Services are not fault-tolerant and are not designed, manufactured, or intended for use or resale for use for insurance underwriting or with critical health and safety or online control equipment in hazardous environments that require fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, emergency response, terrorism prevention or response, life support, or weapons systems ("High Risk Activities"). ESRI specifically disclaims any express or implied warranty of fitness for high risk activities.

(b) City agrees to indemnify, defend, and hold ESRI, its officers, directors, employees, agents, subcontractors, licensors, successors, and assigns harmless from and against any and all liability, losses, claims, expenses (including attorneys' fees), demands, or damages of any kind, including direct, indirect, special, punitive, incidental, or consequential damages, arising out of or in any way connected with City's use or permitting the use by others of Services for High Risk Activities. Delivery of Services does not constitute a waiver of the rights and obligations set forth in this Section.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_ 2009, at Beverly Hills, California.

CITY OF BEVERLY HILLS,  
A Municipal Corporation

---

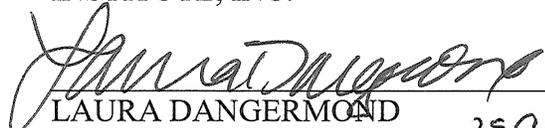
NANCY KRASNE  
Mayor of the City of Beverly Hills

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

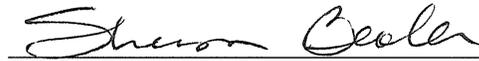
(SEAL)

ENVIRONMENTAL  
CONTRACTOR: SYSTEMS RESEARCH  
INSTITUTE, INC.

  
\_\_\_\_\_

LAURA DANGERMOND  
Vice President

*25 August 2009*

  
\_\_\_\_\_

SHERON BEALER  
Assistant Secretary

APPROVED AS TO FORM



LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT



DAVID SCHIRMER  
Chief Information Officer



KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF WORK

#### 1.0 Executive Summary

CONTRACTOR shall perform the following scope of work for CITY to provide time-and-materials (T&M) consulting services related to CITY GIS development for public safety's UNITE project. CONTRACTOR proposes to provide Flex programming and application deployment consulting services support toward the implementation of a "multi-user, multi-jurisdictional, integrated, interoperable, secure application that will provide situational awareness analysis and a common operating view for public safety personnel

CONTRACTOR may utilize any existing prototype viewers provided by CITY, based on the CONTRACTOR ArcGIS 9.3 API for Adobe FLEX as the basis for additional technical consulting. In addition, CONTRACTOR anticipates that CITY will be able to leverage the baseline source code published on ArcGIS Resource Centers Website at <http://resources.esri.com/arcgisserver/apis/flex/>.

#### 2.0 Scope of Work

The scope of work below describes the activities, assumptions, CITY and CONTRACTOR responsibilities, schedule, and pricing for time-and-materials (T&M) consulting services related to CITY' GIS development for public safety's UNITE project. The proposed scope of work assumes that work related to this project commences no later than September 30<sup>th</sup>, 2009.

##### **Activity 1-Project Kickoff and Needs Analysis Meeting**

Estimated Level-of-Effort: Not to Exceed (NTE) 86 Hours

In Activity 1, CONTRACTOR shall provide up to eighty-six (86) hours of consulting support, including travel and preparation time, for a kickoff and needs analysis meeting. One senior consultant and one senior developer from CONTRACTOR shall travel to City offices for one day to meet CITY's GIS team to clarify project goals and activities for the UNITE GIS application. After the kickoff and needs analysis meeting, the CONTRACTOR consultant will work toward documenting information collected in the kickoff and needs analysis meeting in a high-level technical design document (written in Microsoft Word format and not to exceed five pages) to prioritize the time spent in Activity 2 below.

##### *Assumptions:*

- The date for the kickoff and needs analysis meeting will not be earlier than 5 (five) working days from the date the contract is fully executed
- The kickoff and needs analysis meeting will take place at City offices/facilities in Beverly Hills, California
- The kickoff and needs analysis meeting is scheduled for one day

- Up to ten (10) staff from CITY will participate in the kickoff and needs analysis meeting
- The City will provide CONTRACTOR with detailed requirements for the UNITE GIS application look and feel as well as graphics for logo and banners during the kickoff and needs analysis meeting.

*CONTRACTOR Responsibilities:*

- Provide up to 86 hours of consulting support to work toward the activities stated above.

*City Responsibilities:*

- Provide appropriate meeting room facilities for the entire kickoff and needs analysis meeting with an Internet access and appropriate equipment
- Ensure that up to ten (10) appropriate City staff participate in the kickoff meeting
- 

**Activity 2-Application Development Support**

Estimated Level-of-Effort: (NTE) 225 Hours

In Activity 2, CONTRACTOR shall provide up to two hundred and twenty five (225) hours of remote consulting time from CONTRACTOR offices in Boston, Massachusetts, and Redlands, CA to support CITY's efforts with the development and internal testing (QA/QC) of CITY's ArcGIS Server and Adobe Flex based UNITE GIS web applications, using Adobe Flex, ArcGIS Server, SQL Server, SOA, and the .NET framework.

Consulting time shall be prioritized based on the results identified in the high-level technical design document specified in Activity 1 and utilized for the high priority matters identified. For example, CONTRACTOR envisages that consulting time may be applied (as priorities and time permit) to working toward supporting the following:

Updating the user interface

- Implementing Flex widgets to visualize geographic live data feeds published by external sources in GeoRSS format, including traffic accident data, natural disaster data such as earthquake and wild fire, weather, and emergency alerts
- Incorporating geographic live data feeds into geoprocessing models and tasks
- Implementing ArcGIS Server 9.3.1 and the latest released version of the ArcGIS API for FLEX
- Implementing existing Flex widgets to:
  - search/locate addresses
  - identify geographic objects on map
  - perform routing
  - analyze driving time

- draw or sketch
- analyze demographic data
- analyze roadblock
- link from map to a document such as text, picture or movie
- link from map to Google' Street View with an assumption that CITY has the appropriate license to use the service
- link from map to Microsoft's Birds Eye View, with an assumption that CITY has the appropriate license to use the service
- create printable output of the map

*Assumptions:*

- The consulting time available for this activity will be applied to the high priority matters identified in the high-level technical design document specified in Activity 1
- All CONTRACTOR consulting support will be performed by CONTRACTOR remotely at CONTRACTOR's Boston, MA and Redlands, CA facilities
- CONTRACTOR shall utilize the following pre-existing commercial-off-the-shelf (COTS) software during this project, which CONTRACTOR solely owns and which CITY already licenses pursuant to the appropriate license agreement:
  - ArcGIS Server 9.3.1 and ArcGIS Desktop 9.3.1.
- CONTRACTOR may utilize the following pre-existing works (Pre-existing Works) during this project Scope of Work:
  - Add GeoRSS widget for Flex
  - Routing widget for Flex
  - Demographic analysis widget for Flex
  - Roadblock widget for Flex
  - Google's Street View widget for Flex
  - Microsoft Birds Eye View widget for Flex
  - Driving time widget for Flex
  - CONTRACTOR and third party licensors shall retain all right, title and interest in all Pre-existing Works utilized pursuant to this project Scope of Work.
- The City is required to obtain the appropriate software license directly from the third party software vendors prior to commencement of this project for both Google's Street View widget for Flex and Microsoft Birds Eye View.

*CONTRACTOR Responsibilities:*

- Provide up to 225 hours of consulting time to support CITY with the activities referenced above

*City Responsibilities:*

- Prior to starting Activity 2, provide CONTRACTOR with all necessary database schema and data samples
- Prior to starting Activity 2, provide CONTRACTOR with graphics, banner and text for the UNITE GIS application user interface

### **Activity 3- Deployment and System Testing**

Estimated Level-of-Effort: (NTE) 102 Hours

In Activity 3, CONTRACTOR shall provide up to one hundred and two (102) hours of consulting time (including travel and preparation time) to work toward supporting CITY with the deployment of the UNITE GIS application onto a City test server, test the UNITE GIS application with 1 - 3 City staff, and work toward supporting the implementation of it into CITY's production environment. A senior developer from CONTRACTOR shall travel onsite to CITY's office in Beverly Hills, California for two consecutive business days to provide this consulting support time.

#### *Assumptions:*

- Deployment of the UNITE GIS application into CITY's test server and later into CITY's production servers will require them to be offline for the installation of the UNITE GIS application
- 1-3 City staff will lead testing of the UNITE GIS application
- The main source of data for basemap will be provided by the city of Beverly Hills and will use ArcGIS Online as a backup
- Prior to the start of this project, CITY has already procured all necessary licenses required to run CONTRACTOR's ArcGIS Server 9.3.1

#### *CONTRACTOR Responsibilities:*

- Provide up to 102 hours of consulting time to support CITY with the above-mentioned activities

#### *City Responsibilities:*

- Provide a server administrator with administrative privileges to install the UNITE GIS application time permitting into CITY's test server and production server. During the installation of the UNITE GIS application it is assumed that CITY's test server and production server will be offline
- Provide 1 - 3 City staff to test the UNITE GIS application
- 

### **Activity 4- Ad Hoc Technical Consulting Support**

Estimated Level-of-Effort: (NTE) 72 Hours

In Activity 4, CONTRACTOR shall provide up to seventy two (72) hours of *ad hoc* consulting support time (including travel and preparation time), to support CITY with its efforts to complete additional related project activities. CONTRACTOR envisages that these may include: application integration support, system architecture support, database consulting, or technical

training and knowledge transfer. An CONTRACTOR developer from Redlands, CA will travel onsite to City facilities in Beverly Hills, California for up to three (3) consecutive business days in support of this activity, with the remainder of support being provided remotely by CONTRACTOR.

***Assumptions:***

- Onsite technical consulting support for up to three (3) consecutive business days will be provided by an CONTRACTOR developer from Redlands, California
- The City's staff assigned to participate in any training and knowledge transfer has knowledge of Contractor's ArcGIS Server COTS software used in the UNITE GIS application, and existing knowledge in the use of Adobe's Flex Builder

***CONTRACTOR Responsibilities:***

- Provide up to 72 hours (split between onsite and offsite) consulting support to CITY

***City Responsibilities:***

- Provide the appropriate City staff to work with an CONTRACTOR developer on Activity 4 project activities
- Ensure that the appropriate City staff with the appropriate server permissions work with an CONTRACTOR developer during Activity 4
- Assign up to three (3) staff members to participate in any training and knowledge transfer (that may occur)
- Provide appropriate facilities and equipment to conduct any training and knowledge transfer during Activity 4

**EXHIBIT B**

**SCHEDULE OF PAYMENT AND RATES**

The anticipated period of performance shall be from September 1, 2009 to December 31, 2009. The proposed start date is contingent upon a fully executed agreement and CITY's issuance of a purchase order. Any additional work outside of the scope of work set forth in Exhibit A will be estimated separately, and a new written proposal shall be developed to cover those activities which are subject to the written approval of CONTRACTOR and the City Manager or his designee. All work is to be provided on a time-and-materials basis. Travel costs shall be approved in advance by the City.

The not-to-exceed price for the proposed Scope of Work is One Hundred Twenty-Four Thousand Eight Hundred Seventy-One Dollars (\$124,871) as further described below:

**Price by Activity**

<b>Activity Description</b>	<b>Estimated Estimated</b>		
	<b>Labor</b>	<b>Travel</b>	<b>Total</b>
Activity 1: Project Initiation & Planning	\$20,546	\$1,531	\$22,077
Activity 2: Development & Internal Testing	\$55,620	\$0	\$55,620
Activity 3: Deployment & SAT	\$25,760	\$1,797	\$27,557
Activity 4: Technical Consulting	\$9,506	\$597	\$10,103
Activity 5: Training / Technology Transfer	\$4,166	\$156	\$4,322
Activity 6: Support	\$5,192	\$0	\$5,192
<b>Total Not-to-Exceed Price</b>	<b>\$120,790</b>	<b>\$4,081</b>	<b>\$124,871</b>

**Pricing Build-up**

<b>Labor Category</b>	<b>Rate</b>	<b>Estimated</b>	
		<b>Hours</b>	<b>Total</b>
Principal/GIS Program Manager	\$349.00	2	\$698
Senior GIS Consultant/Project Manager	\$264.00	0	\$0
GIS Consultant/Project Manager	\$210.00	182	\$38,220
Senior GIS System/Software Architect	\$272.00	301	\$81,872
GIS System/Software Developer	\$221.00	0	\$0
GIS Technical Specialist/Engineer	\$171.00	0	\$0
GIS Database Specialist/Analyst	\$145.00	0	\$0
Estimated Other Direct Costs (travel)			\$4,081
<b>Total Not-to-Exceed Price</b>			<b>\$124,871</b>
<b>Additional Services requested by the City and mutually agreed to by the</b>			<b>\$25,129</b>

**Contractor if the parties execute a  
written amendment to this  
Agreement that is signed by both  
parties.**

**Total Not-to-Exceed including  
Contingency**

**\$150,000**

Services will be performed and subsequently invoiced on a time and materials basis as follows:

- 1) In the event CONTRACTOR accomplishes the work for less than the NTE budget, CITY will only be invoiced for actual hours expended plus other burdened direct costs.
- 2) In the event CONTRACTOR reaches the NTE budget limit and all project work is not completed, CITY will have the option to either (a) increase the budget in order to allow the work to continue; (b) modify the Scope of Work or (c) instruct CONTRACTOR to stop work. If CITY chooses to stop work, CONTRACTOR shall do so without liability.

All work will be accomplished in accordance with a user-defined agenda with the primary deliverable being consulting time as detailed above.

Labor, including travel time, will be invoiced on a monthly basis for actual hours provided during the previous month. Other direct costs (ODCs), such as travel-related expenses, will be invoiced at actual cost plus ESRI's standard burden. CITY shall pay CONTRACTOR within 30 days of receipt of said invoice.



**CERTIFICATE OF INSURANCE**

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

**NAMED INSURED**

**COMPANIES AFFORDING OVERAGE**

- A.**
- B.**
- C.**

**ADDRESS**

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS	
					P.D.	AGGREGATE
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> <b>GENERAL LIABILITY</b> <input type="checkbox"/> <b>PRODUCTS/COMPLETED OPERATIONS</b> <input type="checkbox"/> <b>BLANKET CONTRACTUAL</b> <input type="checkbox"/> <b>CONTRACTOR'S PROTECTIVE</b> <input type="checkbox"/> <b>PERSONAL INJURY</b> <input type="checkbox"/> <b>EXCESS LIABILITY</b> <input type="checkbox"/> <b>WORKERS' COMPENSATION</b> <input type="checkbox"/>					

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

AGENCY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**RM02.DOC REVISED 10/14/96.**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
STEP UP ON SECOND FOR OUTREACH AND ENGAGEMENT  
PROGRAM IN SUPPORT OF CITY'S CLASP PROGRAM

NAME OF CONSULTANT: Step Up on Second

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Tod Lipka, Chief Executive Officer

CONSULTANT'S ADDRESS: 1415 L Street, Suite 200  
Sacramento, CA 95814  
Attention: Barbara Hold

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Stephen Miller, Director of  
Community Services

COMMENCEMENT DATE: July 1, 2009

TERMINATION DATE: June 30, 2010

CONSIDERATION: Not to exceed \$85,000 per year based on  
the budget set forth Attachment 1 to  
Exhibit A

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
STEP UP ON SECOND FOR OUTREACH AND ENGAGEMENT  
PROGRAM IN SUPPORT OF CITY'S CLASP PROGRAM

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Step Up on Second (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CONSULTANT shall complete the performance of the Scope of Work by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee in writing.

Section 3. Compensation.

(a) CITY agrees to compensate CONSULTANT for the services provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

(b) CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Work. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONSULTANT said Consideration in accordance with the method and schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as

herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(b) CONSULTANT shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 2009, at Beverly Hills,  
California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
NANCY KRASNE  
Mayor of the City of Beverly Hills, California

ATTEST:

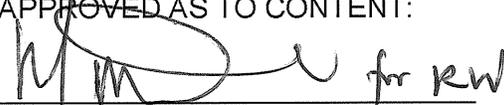
\_\_\_\_\_(SEAL)  
BYRON POPE  
City Clerk

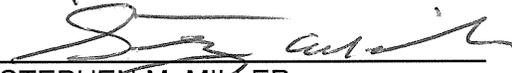
CONSULTANT:  
STEP UP ON SECOND

  
\_\_\_\_\_  
TOD LIPKA  
Chief Executive Officer

  
\_\_\_\_\_  
MARLENE BARKLEY  
Chief Financial Officer

APPROVED AS TO FORM  
  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:  
  
\_\_\_\_\_  
RODERICK J. WOOD, ICMA-CM  
City Manager

  
\_\_\_\_\_  
STEPHEN M. MILLER  
Director of Community Services

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF WORK

CONSULTANT shall perform the following outreach and engagement program services in connection with CITY's Changing Lives and Sharing Places ("CLASP") program:

CONSULTANT shall provide a Homeless Outreach and Engagement Team ("Outreach Team") including two to four persons to work within the CITY limits and evaluate, assess and refer for services those identified as homeless and/or in need of community mental health support services as described herein and in Consultant's proposal, attached hereto and made a part of this Agreement.

#### Staffing and Schedule:

CONSULTANT shall provide the following staffing:

1.1` full time employee – Outreach Case Manager (qualifications: college degree in related field with two or more years of experience working with homeless mentally ill individuals). Two (2) part-time employees may be substituted with the approval of CITY. The Outreach Case Manager shall work 40 hours per week with no overtime. Although an office will be provided, it is expected that the Outreach Case Manager will be out in the field. The schedule of work is driven by the scope of services provided herein. For example, outreach to many homeless and/or persons in need of community mental health support services typically occurs in the early morning hours, evening and on weekends. Therefore, the Case Manager shall adjust their schedule to ensure that the services provided are conducted in the most effective manner to achieve the objective described herein and in Consultant's proposal.

(2) .50 full time employee – Peer Advocates (qualifications: certification from a recognized peer training program). One full time employee may be substituted with the approval of the CITY. The two Peer Advocates shall each work 20 hours a week with no overtime. If the Peer Advocate is full-time, he/she shall work 40 hours per week with no overtime. Although an office will be provided, it is expected that the Peer Advocate(s) will be out in the field. The schedule of work is driven by the scope of services provided herein. For example, outreach to many homeless and/or persons in need of community mental health support services typically occurs in the early morning hours, evening and on weekends. Therefore, the Peer Advocate(s) shall adjust their schedule to ensure that the services provided are conducted in the most effective manner to achieve the objective described herein and in Consultant's proposal.

#### Program Activities and Expectations:

a) Services shall be administered primarily within the CITY limits with support from CONSULTANT's Santa Monica agency and other local service providers.

b) This Outreach Team will be comprised of employees assigned to CITY to establish a connection with the chronic homeless in order to introduce them to services and benefits. CONSULTANT estimates that 75 - 80% of the Outreach Team's time shall be spent in the targeted areas making initial contact and repeat visits with individuals and/or adjunct service

providers. The balance of time shall be spent in the office completing documentation, reporting outcomes, and meeting with supervisory staff.

In addition, community outreach to the business and residential communities shall be provided. The Outreach Team and CONSULTANT shall also provide education and other collaborative support to the Beverly Hills Police Department.

Outreach includes, but is not limited to, interfacing with businesses, churches, and other community groups to determine the needs of the Beverly Hills community in order to target services to the homeless and/or mentally ill. As more further described in the proposal, the CONSULTANT shall reach out to the homeless and/or mentally ill with the goal of assessing their needs and coordinating services and assistance with other organizations for such persons.

c) In order to evaluate how well the Outreach Team accomplishes its mission, CONSULTANT has correlated quantifiable/measurable goals which focus on reintegration of the chronically homeless into the community with changes in key areas such as housing, finances, legal, education, adherence to treatment, and employment.

The Outreach Team shall collect data related to these goals and the target population through a general survey count, evaluation of and linkage to mental health services through CONSULTANT's Full Service Partnership (STEP Program) or a Department of Mental Health agency (such as Edelman Mental Health Center) in addition to other basic life services such as shelter (PATH), food, clothing, hygiene products, medical care, etc. A record of services provided to an individual shall be maintained and held within established guidelines of confidentiality as appropriate. This data shall be compiled and submitted quarterly to CITY's Human Services Division. In addition and as directed by the CITY, CONSULTANT shall provide reports or other documentation in a manner agreed upon by CITY and CONSULTANT to assist the CITY in determining the effectiveness of the program.

d) CITY will provide office space, financial assistance toward a computer, supplies, and pay the agreed monthly rate for cell phones, mileage (does not include commuting to and from work in CITY), parking and other expenses itemized on the budget, attached hereto as Attachment 1. The Outreach Service Coordinator is a salaried position and the 12-month costs shall be prorated accordingly. The Outreach Peer Advocate(s) shall be paid \$12.00 an hour. The benefits shall be prorated accordingly.

CONSULTANT shall provide the CITY with a monthly billing of expenditures made by the 15th of the following month. Copies of documentation for all disbursements of funds shall be provided as requested and/or required.

ATTACHMENT 1

BUDGET 2009-2010

BUDGET ITEM	
1.10 Full Time Employee Outreach Service Coordinator 2 staff 2 staff : 1 @ 100/5 FTE; 1 @ 10% FTE	\$38,120.00
(2) 1/2 Full Time Employee Outreach Peer Advocates (\$14 per hour)	\$26,884.00
Benefits: FICA, SUI, W/COMP, Medical/Dental/Life/Vision etc. at 20%	\$13,000.00
DSL@ \$91 per month	\$1,092.00
(1) cell phone and service cost	\$654.00
Office and Program Supplies including: handouts; laminated business-sized cards	\$750.00
Program Supplies: emergency information listed on them; daily necessities for homeless <i>e.g.</i> , nutrition bars, socks, hygiene products	\$2,000.00
Mileage reimbursement (for both outreach staff) estimated 75 miles per week, plus parking expenses	\$2,500.00
TOTAL	\$85,000.00

OUTREACH GRANT PROPOSAL  
TO THE CITY OF BEVERLY HILLS  
FY 2009 - 2010

BUDGET ITEMS	Annual Ongoing Amount
1.10 FTE Outreach Service Coordinator 2 staff - 1 @ 100% FTE; 1 @ 10% FTE	\$ 38,120
2 Staff @ 0.50 FTE Outreach Peer Advocates (\$14.00/hr)	\$ 26,884
Benefits: FICA / SUI / W. Comp. / Medical /Dental / Life / Vision, etc. @ 20%	\$ 13,000
Desktop Computer (printer/fax purchased 07-08; Desktop in 09)	\$ -
DSL + Phone Service@ \$91 per month	\$ 1,092
(1) cell phones and service cost	\$ 654
Office and Program Supplies including: Handouts, laminating business-sized cards	\$ 750
Program Supplies: emergency information listed on them, and daily necessities for homeless - such as nutrition bars, socks and hygiene products	\$ 2,000
Mileage reimbursement (for both outreach staff) estimated 75 miles per week plus parking expense.	\$ 2,500
<b>TOTAL PROGRAM BUDGET:</b>	<b>\$ 85,000</b>

## EXHIBIT B

### SCHEDULE OF PAYMENT

CONSULTANT shall submit an itemized statement to CITY for its services performed in the prior month, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.



EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	AUTOMOBILE LIABILITY GENERAL LIABILITY PRODUCTS/COMPLETED OPERATIONS BLANKET CONTRACTUAL CONSULTANT'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

AGENCY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

Michelle

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 7/1/2009
<b>PRODUCER</b> Menn, Van Kuik & Walker, Inc. 915 Wilshire Blvd Suite 1770 Los Angeles, Ca. 90017 (213) 483-0152		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.
<b>INSURED</b> Step Up On Second St., Inc. Step Up On Second, L.P. 1328 2ND. ST. Santa Monica, Ca. 90401		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Riverport Insurance Co. of Ca. INSURER B: CSUI Indemnity Ins. Co. 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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Social Workers Prof. Liab. GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	RIC0010288	6/30/09	6/30/10	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	RIC0010288	6/30/09	6/30/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	REL0010289	6/30/09	6/30/10	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	OTHER D & O Liab.	NHP633504	6/30/09	6/30/10	\$5M Limit w/\$10K retention
A	Fidelity Coverage	RIC0010288	6/30/09	6/30/10	\$500,000 Limit
A	Auto Physical Damage	RIC0010288	6/30/09	6/30/10	\$500 Ded. Comp. & Coll.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Certificate Holder is named as an additional insured as respects insureds operations.

<b>CERTIFICATE HOLDER</b>	<input checked="" type="checkbox"/> <b>ADDITIONAL INSURED; INSURER LETTER:</b> A	<b>CANCELLATION</b>
City of Beverly Hills Attn: Julie Kahn 455 N. Rexford Drive Beverly Hills, Ca. 90210		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

# ACORD CERTIFICATE OF LIABILITY INSURANCE

CP ID BE  
STEPU-1

DATE (MM/DD/YYYY)  
07/15/09

PRODUCER:  
Chapman  
License #0522024  
P. O. Box 5455  
Pasadena CA 91117-0455  
Phone: 626-405-8031 Fax: 626-405-0585

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  
  
Step Up On Second  
1328 Second Street  
Santa Monica CA 90401

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Everest National	
INSURER B:	
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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<i>De KK 8/14/09</i>			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	6600000541091	07/01/09	07/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**Evidence of workers' compensation coverage. 10-day Notice of Cancellation for non-payment of premium. This replaces certificate issued on 6/30/09.**

**CERTIFICATE HOLDER**  
  
CITYBEV  
  
City of Beverly Hills  
Attn: Jim Latta  
455 N. Roxford Drive  
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  
*Chapman*

## IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND  
JEWISH FAMILY SERVICE FOR COMMUNITY  
ASSISTANCE FUNDS

THIS AGREEMENT is made and entered into in the City of Beverly Hills by and between the City of Beverly Hills, a municipal corporation ("City"), and Jewish Family Service, a non-profit corporation ("Recipient").

R E C I T A L S

WHEREAS it is City's intent to fund programs and services that benefit the residents of the City of Beverly Hills and programs that represent City's commitment to contribute to regional social and human services efforts;

WHEREAS, City desires to provide community assistance funds for the fiscal year 2009-2010 to continue to support the operation within the City of a valuable human service entity that provides a case management program for seniors within City ("Project").

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, it is agreed as follows:

Section 1. Fund Authorization.

City authorizes the sum of Fifty Thousand Five Hundred and no/100ths Dollars (\$50,500) to be paid to Recipient for the fiscal year 2009-2010. Payment shall be made to Recipient in the amount of Twelve Thousand Six Hundred Twenty-Five and no/100ths Dollars (\$12,625) upon execution of this Agreement. Three additional payments of Twelve Thousand Six Hundred Twenty-Five and no/100ths Dollars (\$12,625) each will be paid on October 1, 2009, January 1, 2010 and April 1, 2010, if Recipient complies with the terms of this Agreement.

Section 2. Use of Funds. Recipient shall use the community assistance funds for the operation and promotion of a Senior Case Management Program.

Section 3. Reports.

Recipient shall furnish comprehensive quarterly progress reports to the Human Services Administrator (hereinafter "Administrator") on a form provided by City as to the operation of the Project, including the use of funds provided to Recipient by City, specific Project activities and/or changes and the relative benefit of the Project to residents, visitors and/or employees of the City. The first report shall be furnished to the Administrator by October 1, 2009. Additional reports shall be furnished on January 1, April 1, and July 1, 2010.

Section 4. Assignments. This Agreement shall not be assigned by Recipient without the written consent of City.

Section 5. Independent Contractor Relationship. At all times during the term of this Agreement, Recipient shall be an independent contractor and Recipient, its officers, employees and agents shall not be employees of City.

Section 6. Termination. The term of this Agreement shall be twelve (12) months commencing the date and year this Agreement is executed, unless terminated earlier or extended as provided herein. City or Recipient may terminate this Agreement, without cause, upon thirty (30) days written notice.

Section 7. Entire Agreement. This Agreement represents the entire integrated agreement between City and Recipient, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Recipient.

EXECUTED this \_\_\_ day of \_\_\_\_\_, 200\_\_, in the City of Beverly Hills, California.

CITY OF BEVERLY HILLS,  
a municipal corporation

\_\_\_\_\_  
NANCY KRASNE  
Mayor of the City of  
Beverly Hills, California

ATTEST:

\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

JEWISH FAMILY SERVICE  
a non-profit corporation

By: Paul S. Castro  
PAUL S. CASTRO  
Executive Director/  
Chief Executive Officer

By: Trent Maggard  
TRENT MAGGARD  
Chief Financial Officer

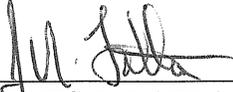
APPROVED AS TO FORM:

Laurence S. Wiener  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

Stephen M. Miller  
STEPHEN M. MILLER  
Director of Community Services

[Signatures continue]



---

JAMES R. LATTA  
Human Services Administrator

AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND  
THE MAPLE COUNSELING CENTER FOR COMMUNITY  
ASSISTANCE FUNDS FOR COMMUNITY MENTAL HEALTH  
SERVICES

THIS AGREEMENT is made and entered into in the City of Beverly Hills by and between the City of Beverly Hills, a municipal corporation ("City"), and The Maple Counseling Center, a non-profit corporation ("Recipient").

R E C I T A L S

WHEREAS it is City's intent to fund programs and services that benefit the residents of the City of Beverly Hills and programs that represent City's commitment to contribute to regional social and human services efforts;

WHEREAS, City desires to provide community assistance funds for fiscal year 2009-2010 to continue to support the operation within the City of a valuable entity which provides community mental health services; and

WHEREAS, Recipient is a non-profit corporation that provides affordable mental health services for individuals, couples, families and groups within City ("Project").

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, it is agreed as follows:

Section 1. Fund Authorization.

City authorizes the sum of Eighty-Six Thousand Four Hundred and Ninety-Nine and no/100ths Dollars (\$86,499) to be paid to Recipient for the fiscal year 2009-2010. Payment shall be made to Recipient in the amount of Twenty-One Thousand Six Hundred Twenty-Four and 75/100ths Dollars (\$21,624.75) upon execution of this Agreement. Three additional payments of Twenty-One Thousand Six Hundred Twenty-Four and 75/100ths Dollars (\$21,624.75) each will be paid on October 1, 2009, January 1, 2010 and April 1, 2010, if Recipient complies with the terms of this Agreement.

Section 2. Use of Funds. Recipient shall use the community assistance funds to provide mental health services for City residents, and Beverly Hills Unified School District students and staff.

Section 3. Reports.

Recipient shall furnish comprehensive quarterly progress reports to the Human Services Administrator (hereinafter "Administrator") on a form provided by City as to the operation of the Project, including the use of funds provided to Recipient by City, specific Project activities and/or changes and the relative benefit of the Project to residents and/or visitors of the City. The first report shall be furnished to the Administrator by October 1, 2009. Additional reports shall be furnished on January 1, April 1, and July 1, 2010.

Section 4. Assignments. This Agreement shall not be assigned by Recipient without the written consent of City.

Section 5. Independent Contractor Relationship. At all times during the term of this Agreement, Recipient shall be an independent contractor and Recipient, its officers, employees and agents shall not be employees of City.

Section 6. Termination. The term of this Agreement shall be twelve (12) months commencing the date and year this Agreement is executed, unless terminated earlier or extended as provided herein. City or Recipient may terminate this Agreement, without cause, upon thirty (30) days written notice.

Section 7. Entire Agreement. This Agreement represents the entire integrated agreement between City and Recipient, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Recipient.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, in the City of Beverly Hills, California.

CITY OF BEVERLY HILLS,  
a municipal corporation

\_\_\_\_\_  
NANCY KRASNE  
Mayor of the City of  
Beverly Hills, California

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

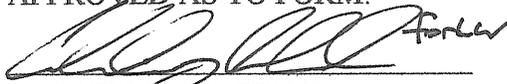
THE MAPLE COUNSELING CENTER,  
a non-profit corporation

By:   
\_\_\_\_\_  
MARCY KAPLAN, MSW  
Chief Executive Officer

By:   
\_\_\_\_\_  
GAIL MILLAN  
Corporate Secretary

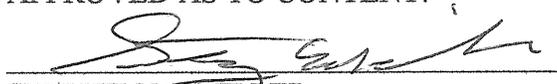
[Signatures continue]

APPROVED AS TO FORM:

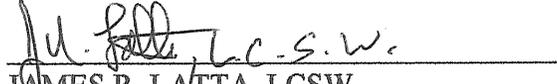


LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:



STEPHEN M. MILLER  
Director of Community Services



JAMES R. LATTA, LCSW  
Human Services Administrator

AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND  
WESTSIDE FOOD BANK FOR COMMUNITY ASSISTANCE  
FUNDS

THIS AGREEMENT is made and entered into in the City of Beverly Hills by and between the City of Beverly Hills, a municipal corporation ("City"), and Westside Food Bank, a non-profit corporation ("Recipient").

R E C I T A L S

WHEREAS it is City's intent to fund programs and services that benefit the residents of the City of Beverly Hills and programs that represent City's commitment to contribute to regional social and human services efforts;

WHEREAS, City desires to provide community assistance funds for fiscal year 2009-2010 to continue to support the operation within the City of a valuable entity which provides food to agencies on the westside of Los Angeles; and

WHEREAS, Recipient is a non-profit corporation that acquires and distributes food to agencies and organizations serving homeless and low income persons on the Westside of Los Angeles ("Project").

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, it is agreed as follows:

Section 1. Fund Authorization.

City authorizes the sum Seventy-Two Thousand and no/100ths Dollars (\$72,000) to be paid to Recipient for the fiscal year 2009-2010. Payment shall be made to Recipient in the amount of Eighteen Thousand and no/100ths Dollars (\$18,000) upon execution of this Agreement. Three additional payments of Eighteen Thousand and no/100ths Dollars (\$18,000) each will be paid on October 1, 2009, January 1, 2010 and April 1, 2010, if Recipient complies with the terms of this Agreement.

Section 2. Use of Funds. Recipient shall use the community assistance funds to aid in its purchase of bulk food for homeless and low income persons and programs serving them.

Section 3. Reports.

Recipient shall furnish comprehensive quarterly progress reports to the Human Services Administrator (hereinafter "Administrator") on a form provided by City as to the operation of the Project, including the use of funds provided to Recipient by City, specific Project activities and/or changes and the relative benefit of the Project to residents, visitors and/or employees of the City. The first report shall be furnished to the Administrator by October 1, 2009. Additional reports shall be furnished on January 1, April 1, and July 1, 2010.

Section 4. Assignments. This Agreement shall not be assigned by Recipient without the written consent of City.

Section 5. Independent Contractor Relationship. At all times during the term of this Agreement, Recipient shall be an independent contractor and Recipient, its officers, employees and agents shall not be employees of City.

Section 6. Termination. The term of this Agreement shall be twelve (12) months commencing the date and year this Agreement is executed, unless terminated earlier or extended as provided herein. City or Recipient may terminate this Agreement, without cause, upon thirty (30) days written notice.

Section 7. Entire Agreement. This Agreement represents the entire integrated agreement between City and Recipient, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Recipient.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, in the City of Beverly Hills, California.

CITY OF BEVERLY HILLS,  
a municipal corporation

\_\_\_\_\_  
NANCY KRASNE  
Mayor of the City of  
Beverly Hills, California

ATTEST:

\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

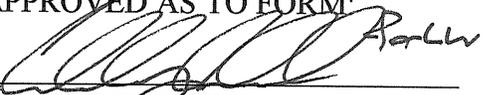
WESTSIDE FOOD BANK,  
a non-profit corporation

By: \_\_\_\_\_  
BRUCE RANKIN  
Chief Executive Officer

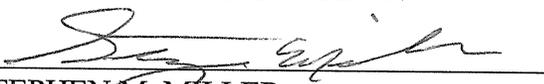
By: \_\_\_\_\_  
GARY BACHRACH  
Chief Financial Officer

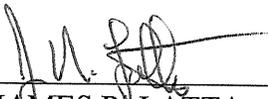
[Signatures continue]

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
STEPHEN M. MILLER  
Director of Community Services

  
\_\_\_\_\_  
JAMES R. LATTA  
Human Services Administrator