



AGENDA REPORT

Meeting Date: August 3, 2010
Item Number: G-12
To: Honorable Mayor & City Council
From: Scott Miller, Director of Administrative Services and CFO
Noel Marquis, Assistant Director of Administrative Services - Finance
Subject: **APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN**
Attachments: Agreements(5)

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

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$85,000 FOR CONTINUATION OF SERVICES DESCRIBED.

RECOMMENDATION

Staff recommends that the City Council approve the agreement between the City and Step up on Second and purchase order in the amount of \$85,000 for outreach and engagement program in support of the City's 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 contract provides for an outreach/case management team trained to work with mentally ill homeless individuals who comprise the majority of the City's homeless.

Step up on Second provides a Homeless Outreach and Engagement Team to work within the City limits. The team evaluates, assesses and refers for services those individuals identified as homeless and/or in need of community mental health support services.

DISCUSSION

The City implemented a six-month pilot program to provide an outreach/case management team trained to work with mentally ill homeless individuals in Beverly Hills. The Step Up team augmented existing outreach efforts of People Assisting the Homeless (PATH) and All Saints Episcopal Church's homeless outreach efforts.

Based on the success of the pilot program, the City contracted for a full year with Step Up at a cost of \$85,000, to continue to build on the success of the pilot program. During fiscal year 2009-10 outreach efforts and shelter placements improved along with the development of collaborative working relationships with City employees. This request is to continue the program in fiscal year 2010/11, continuing efforts to serve this vulnerable population of the Beverly Hills community.

FISCAL IMPACT

Funds were budgeted and are available in the General Fund for this vital program.

Item B. APPROVAL OF AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MAPLE COUNSELING CENTER FOR COMMUNITY ASSISTANCE FUNDS FOR COMMUNITY MENTAL HEALTH SERVICES; AND,

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$75,000 FOR CONTINUATION OF SERVICES DESCRIBED.

RECOMMENDATION

Staff recommends City Council approve the agreement between the City and Maple Counseling Center and purchase order in the amount of \$75,000 for low cost mental health services to the community for fiscal year 2010/11.

INTRODUCTION

The City of Beverly Hills has provided community assistance grant funding to The Maple Counseling Center (TMCC) since 1984 to provide low-cost psychological counseling to individuals, couples, families, and groups ranging in age from infants to seniors.

DISCUSSION

Access to affordable mental health services is a vital component of the Human Service Division's commitment to providing a social service safety-net to the community. During this economic downturn when many social services are being cut or even closed, TMCC provides local support to at risk residents. Untreated or under treated mental illness can lead to job loss, homelessness, addiction and even suicide. TMCC offers guidance and support before problems become chronic.

In addition to accessible and affordable counseling, TMCC offers educational and preventative programs. Beverly Hills Unified School District students benefit from several TMCC sponsored programs.

FISCAL IMPACT

Funds were budgeted and are available in the General Fund for this vital program.

Item C. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND WESTSIDE FOOD BANK FOR COMMUNITY ASSISTANCE FUNDS; AND,

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$75,000 FOR THE CONTINUATION OF SERVICES DESCRIBED.

RECOMMENDATION

Staff recommends City Council approve the agreement between the City and Westside Food Bank and purchase order in the amount of \$75,000 for community assistance funds for fiscal year 2010/11.

INTRODUCTION

The Westside Food Bank provides food to 65 member agencies within the area. The target population is low income individuals and families on the Westside who benefit by both addressing the problems of poor nutrition, especially in children, and stretching dollars to maintain existing housing.

DISCUSSION

The City of Beverly Hills has provided community assistance grant funding to the Westside Food Bank (WSFB) since 1986. Food is provided to Westside social service agencies that have direct service food assistance programs, either as community food pantries, or as programs that supply food to shelter residents or congregate meals for homeless people. Since the financial failures of fall 2008, the number of requests at member pantries was 55% higher than in the twelve months leading up to the collapse. For families who do not qualify for food stamps, food pantries are often the only place they can turn for help. In 2009, WSFB distributed more than 4,000,000 pounds of food to 69 participating agencies.

FISCAL IMPACT

Funds were budgeted and are available in the General Fund for this vital program.

Item D. APPROVAL OF AM AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND JEWISH FAMILY SERVICE FOR COMMUNITY ASSISTANCE FUNDS; AND,

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$56,000 FOR CONTINUATION OF SERVICES DESCRIBED

RECOMMENDATION

Staff recommends City Council approve the agreement between the City and Jewish Family Services and purchase order in the amount of \$56,000 for community assistance funds for fiscal year 2010/11.

INTRODUCTION

Jewish Family Service (JFS) has provided Beverly Hills older adults with vital social services since 1992. The JFS Care Management Program is currently available to residents age 55 and older.

DISCUSSION

Grant funding will be used to provide a three-tiered approach to support older Beverly Hills residents: continuation of the Care Management Program to 30 at risk older adults; resource referral and consultation; and telephone reassurance including supportive check-in calls.

Care management provides a continuum of supportive services to those Beverly Hills elders who are the most frail, economically needy, socially isolated and have minimal or no family support. Care management consists of comprehensive assessment, an individual care plan, service coordination, monitoring/home visits and emergency response services.

FISCAL IMPACT

Funds were budgeted and are available in the General Fund for this vital program.

Item E. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PEOPLE ASSISTING THE HOMELESS (PATH) FOR COMMUNITY ASSISTANCE FUNDS; AND,

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$52,350 FOR CONTINUATION OF SERVICES DESCRIBED.

RECOMMENDATION

Staff recommends City Council approve the agreement between the City and People Assisting the Homeless (PATH) and purchase order in the amount of \$52,350 for community assistance funds for fiscal year 2010/11.

INTRODUCTION

People Assisting the Homeless (PATH) has more than 25 years of experience providing outreach, housing and supportive services for the homeless. PATH has been serving homeless individuals in Beverly Hills since 1994.

DISCUSSION

The grant funding for programs and services provided by PATH complements the City's Changing Lives and Sharing Places (CLASP) program by ensuring that a shelter bed is available for a homeless individual who chooses to consider an option to life on the street. The City's relationship with PATH assures that the window of opportunity for change remains open for a homeless person in Beverly Hills.

FISCAL IMPACT

Funds were budgeted and are available in the General Fund for this vital program.

Item F. APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$125,000 TO EN POINTE TECHNOLOGIES SALES, INC. FOR THE PURCHASE OF A NETWORK INTRUSION PREVENTION SYSTEM

RECOMMENDATION

Staff recommends City Council award Bid No. 10-45 for the purchase of a network intrusion prevention system to the lowest responsible bidder and approve a purchase order in the amount \$125,000 to En Pointe Technologies Sales, Inc.

INTRODUCTION

This item is for the purchase of the TippingPoint Intrusion Prevention System. This system expands the City's ability to be proactive with respect to network defense, including the latest threat suppression, traffic classification using algorithms that establish baseline traffic versus unusual traffic that may indicate malicious or unwanted activity, and additional tools to ensure that IT best practices and compliance programs are enforced.

DISCUSSION

IT staff conducted research to determine a best-practices solution for the City's identified need to strengthen network security. Based on staff research and analysis, IT staff identified the 3Com TippingPoint 2500N Intrusion Prevention System and 3Com Corporation Security Management System as the preferred solution.

On May 25, 2010, the City released a Request for Bids soliciting quotations for the Network Intrusion Prevention System (Bid No. 10-45). The RFB was sent to five vendors who were identified by the manufacturer as licensed resellers of the selected technology. On June 1, 2010 at 2:00 p.m., the only respondent's sealed bid was opened by the Acting Assistant City Clerk.

Vendor	Bid Amount
En Pointe Technologies Sales, Inc.	\$117,252.01

Of the five authorized resellers to which the RFB was sent, only En Pointe submitted a response.

Staff recommends award of the bid to En Pointe based on responsiveness to the request, and based on a general market inquiry noting that the pricing offered is not above market. Please note that the quoted prices do not include freight charges.

FISCAL IMPACT

Funds were budgeted and are available in the Information Technology Internal Service Fund for this purpose.

Item G. APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$75,000 TO SHAW/YODER/ANTWIH, INC. FOR LEGISLATIVE ADVOCACY SERVICES

RECOMMENDATION

Staff recommends City Council approve a purchase order in the amount of \$75,000 to Shaw/Yoder/Antwih Inc. Group for legislative advocacy services.

INTRODUCTION

Shaw/Yoder/Antwih Inc. Group will continue to provide legislative advocacy services to promote the City's interests before legislators, regulators and policymakers in the State Capitol.

DISCUSSION

Shaw/Yoder/Antwih, Inc. has done an excellent job in the past year representing the City on key issues, and has assisted the City in promoting key initiatives, including Homeland Security, budget and funding requests, and other specific issues.

This purchase order extends the existing contract for another one-year term at the rate of \$75,000 per year, plus expenses.

FISCAL IMPACT

Funds were budgeted and are available in the General Fund for this vital program.

Item H. APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$75,000 TO THE FERGUSON GROUP LLC FOR LEGISLATIVE ADVOCACY SERVICES

RECOMMENDATION

Staff recommends City Council approve a purchase order in the amount of \$75,000 to The Ferguson LLC Group for legislative advocacy services.

INTRODUCTION

The Ferguson Group LLC will continue to provide legislative advocacy services to promote the City's interests before legislators, regulators and policymakers in the nation's capitol.

DISCUSSION

The Ferguson Group LLC has done an excellent job in the past year representing the City on key issues, and has assisted the City in promoting key initiatives, including Homeland Security, budget and funding requests, and other specific issues.

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This purchase order extends the existing contract for another one-year term at the rate of \$75,000 per year, plus expenses.

FISCAL IMPACT

Funds were budgeted and are available in the General Fund for this vital program.



Noel Marquis
Finance Approval



Scott G. Miller
Approved By

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: 1328 Second Street
Santa Monica, CA 90401

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

COMMENCEMENT DATE: July 1, 2010

TERMINATION DATE: June 30, 2011

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 _____ 20____, at Beverly Hills,
California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

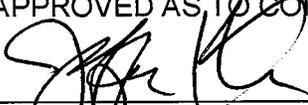
CONSULTANT:
STEP UP ON SECOND

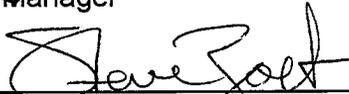
CAROLYN L. BAKER
Vice President of Community Development


MARLENE BARKLEY
Chief Financial Officer

APPROVED AS TO FORM

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager


STEVEN ZOET
Interim 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 one to two 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). 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) One (1) full time employee – Peer Advocate (qualifications: certification from a recognized peer training program). The Peer Advocate shall work 40 hours per week with no overtime. Although an office will be provided, it is expected that the Peer Advocate 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 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 shall be paid \$14.00 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

**OUTREACH GRANT PROPOSAL
TO THE CITY OF BEVERLY HILLS
FY 2010-2011**

BUDGET ITEMS	Annual Ongoing Amount
1 FTE OUTREACH COORDINATOR 1 FTE @ \$3,065.00 PER MONTH	\$ 36,780
1 FTE OUTREACH PEER ADVOCATE 1 FTE @ \$2,473.42 PER MONTH	\$ 29,681
Benefits: FICA / SUI / W. Comp. / Medical /Dental / Life / Vision, etc. @ 20%	\$ 13,292
STAFF TRAINING: CPR/CRISIS INTERVENTION/ETC.	\$ 400
DSL + PHONE SERVICE@ \$100.00 PER MONTH	\$ 1,200
(1) CELL PHONE AND SERVICE COST @ \$50.00 PER MONTH	\$ 600
OFFICE SUPPLIES: HANDOUTS, BUSINESS CARDS, CONSUMABLE SUPPLIES \$62.25 PER MONTH	\$ 747
PROGRAM SUPPLIES: emergency information listed on them, and daily necessities for homeless - such as nutrition bars, socks and hygiene products \$75.00 PER MONTH	\$ 900
MILEAGE REIMBURSEMENT (for both outreach staff) estimated 50 miles per week plus parking expense.	\$ 1,400
TOTAL PROGRAM BUDGET:	\$ 85,000

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
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONSULTANT'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <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: _____

**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").

RECITALS

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 2010-2011 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 Seventy-Five Thousand and no/100ths Dollars (\$75,000) to be paid to Recipient for the fiscal year 2010-2011. Payment shall be made to Recipient in the amount of Eighteen Thousand Seven Hundred Fifty and no/100ths Dollars (\$18,750) upon execution of this Agreement. Three additional payments of Eighteen Thousand Seven Hundred Fifty and no/100ths Dollars (\$18,750) each will be paid on October 1, 2010, January 1, 2011 and April 1, 2011, if Recipient complies with the terms of this Agreement.

Section 2. Use of Funds. Recipient shall use the community assistance funds to provide low-cost, individual and group counseling, emergency services and crisis intervention for City residents.

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, 2010. Additional reports shall be furnished on January 1, April 1, and July 1, 2011.

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 July 1, 2010, unless terminated earlier. City may terminate this Agreement, without cause, upon thirty (30) days written notice. If City elects to terminate the Agreement, Recipient shall not be entitled to any payments from City from the date of the notice of termination.

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 _____, 20___, in the City of Beverly Hills, California.

CITY OF BEVERLY HILLS,
a municipal corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

THE MAPLE COUNSELING CENTER,
a non-profit corporation

By: Marcy Kaplan
MARCY KAPLAN, MSW
Chief Executive Officer

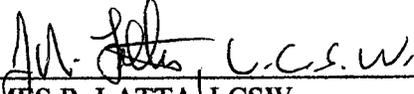
By: Gail Millan
GAIL MILLAN
Corporate Secretary

APPROVED AS TO FORM:

Laurence S. Wiener
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

Steven Zoet
STEVEN ZOET
Interim 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").

RECITALS

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 2010-2011 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 of Seventy-Five Thousand and no/100ths Dollars (\$75,000) to be paid to Recipient for the fiscal year 2010-2011. Payment shall be made to Recipient in the amount of Eighteen Thousand Seven Hundred Fifty and no/100ths Dollars (\$18,750) upon execution of this Agreement. Three additional payments of Eighteen Thousand Seven Hundred Fifty and no/100ths Dollars (\$18,750) each will be paid on October 1, 2010, January 1, 2011 and April 1, 2011, 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, 2010. Additional reports shall be furnished on January 1, April 1, and July 1, 2011.

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 July 1, 2010, unless terminated earlier. City may terminate this Agreement, without cause, upon thirty (30) days written notice. If City elects to terminate the Agreement, Recipient shall not be entitled to any payments from City from the date of the notice of termination.

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 _____, 20____, in the City of Beverly Hills, California.

CITY OF BEVERLY HILLS,
a municipal corporation

JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

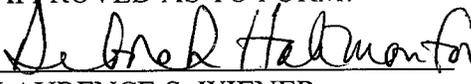
WESTSIDE FOOD BANK,
a non-profit corporation

By: _____
BRUCE RANKIN
Chief Executive Officer

By: _____
GARY BACHRACH
Chief Financial Officer

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

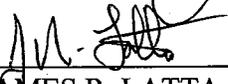
APPROVED AS TO CONTENT:



JEFFREY KOLIN
City Manager



STEVEN ZOET
Interim Director of Community Services



JAMES R. LATTA
Human Services Administrator

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 2010-2011 to continue to support the operation within the City of a valuable human service entity that provides a care 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-Six Thousand and no/100ths Dollars (\$56,000) to be paid to Recipient for the fiscal year 2010-2011. Payment shall be made to Recipient in the amount of Fourteen Thousand and no/100ths Dollars (\$14,000) upon execution of this Agreement. Three additional payments of Fourteen Thousand and no/100ths Dollars (\$14,000) each will be paid on October 1, 2010, January 1, 2011 and April 1, 2011, 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, 2010. Additional reports shall be furnished on January 1, April 1, and July 1, 2011.

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 July 1, 2010, 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 _____, 20__, in the City of Beverly Hills, California.

CITY OF BEVERLY HILLS,
a municipal corporation

JIMMY DELSHAD
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:
Jeffrey Kolins
JEFFREY KOLIN
City Manager

Steven Zoet
STEVEN ZOET
Interim Director of Community Services

James R. Latta
JAMES R. LATTA
Human Services Administrator

AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND
PEOPLE ASSISTING THE HOMELESS (P.A.T.H.) 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 People Assisting the Homeless (P.A.T.H.), 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 2010-2011 to continue to support the operation within the City of a valuable entity which provides services to homeless persons on the westside of Los Angeles; and

WHEREAS, Recipient is a non-profit corporation serving homeless 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 Fifty-Two Thousand Three Hundred Fifty and no/100ths Dollars (\$52,350) to be paid to Recipient for fiscal year 2010-2011. Payment shall be made to Recipient in the amount of Thirteen Thousand Three Hundred Fifty and no/100ths Dollars (\$13,350) upon execution of this Agreement. Three additional payments of Thirteen Thousand and no/100ths Dollars (\$13,000) each will be paid on October 1, 2010, January 1, 2011 and April 1, 2011, 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 provision of services, including comprehensive vocational adult education and other skill-building services for homeless persons on the Westside of Los Angeles and to transfer up to eleven homeless individuals, for a total of 1,000 bed-nights, from Beverly Hills to a PATH facility.

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, 2010. Additional reports shall be furnished on January 1, April 1, and July 1, 2011.

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 July 1, 2010, 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 _____, 20____, in the City of Beverly Hills, California.

CITY OF BEVERLY HILLS,
a municipal corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

PEOPLE ASSISTING THE HOMELESS
(P.A.T.H.), a non-profit corporation

By: _____
JOEL JOHN ROBERTS
Chief Executive Officer

By: _____
EVA VOLLMER
Corporate Secretary

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY COLIN
City Manager



STEVEN ZOËT
Interim Director of Community Services



JAMES R. LATTA
Human Services Administrator