AGENDA REPORT

Meeting Date: October 23, 2012

Item Number: F-16

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 (3)

Item A. **APPROVAL OF AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND WILLDAN ENGINEERING FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND PROGRAM IMPLEMENTATION OF THE HANDYWORKER SERVICES PROGRAM FOR SINGLE FAMILY UNITS IN 2012-2013; AND,**

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF $137,482 FOR SERVICES DESCRIBED

RECOMMENDATION

Staff recommends City Council approve the finalized Community Block Grant Funding (CDBG) federal allocation of $137,482 to Willdan Engineering to administer and implement the Single-Family Handyworker Program.

INTRODUCTION

Funding was approved at the January 08, 2012 City Council Study Session as part of the CDBG process. For FY 2012-2013 Program Administration can no longer be charged separately and must be included as an operation cost for each separate CDBG program. Fifteen percent (15%) of the allocation may be used for public service programs such as the Services for Seniors program.

FINAL CDBG BUDGET FOR 2012-2013

Services for Seniors	$ 27,046
Handyworker Services- Multi-Family	$ 88,988
Handyworker Services- Single Family	$137,482
TOTAL	$253,516

DISCUSSION

Willdan Engineering is a multi-disciplinary consulting firm that provides a full range of professional services to governmental agencies throughout California, Arizona and Nevada. The firm provides engineering, building and safety, community development, urban planning, and landscape architectural services. Since its establishment in 1964, Willdan has served municipalities, counties, special districts, state governments, the federal government, and other public agencies. The firm's primary service capabilities in the field of community development include the following:1) Grant Applications; 2) CDBG and HOME Grant Administration; 3) Housing Rehabilitation; 4) Federal Labor Standards Compliance Monitoring; 5) Housing Studies 6) Commercial revitalization; 7) Construction Management and Affordable Housing Program Design and Management.

Historically, the City has funded both the Multi-Family and the Single-Family Handyworker Programs. For the past three years Jewish Family Services provided handyworker services to the City. As a result of CDBG funding cuts, JFS elected to discontinue their handyworker program. Recently, the City conducted an extensive request for proposal process and ultimately selected Willdan Engineering to administer and implement the Handyworker program. The handyworker program provides services to low and moderate income single-family homeowners and renters with grants up to $5,000 for minor home repairs. Minor home repairs include weatherization, security, mobility improvements, and improvements to increase energy and water efficiency and other eligible repairs.

FISCAL IMPACT

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

ITEM B. APPROVAL OF AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND WILLDAN ENGINEERING FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND PROGRAM IMPLEMENTATION OF THE HANDYWORKER SERVICES PROGRAM FOR MULTI-FAMILY UNITS IN 2012-2013; AND,

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF $88,988 FOR SERVICES DESCRIBED.

RECOMMENDATION

Staff recommends City Council approve the finalized Community Block Grant Funding (CDBG) federal allocation of $88,988 to Willdan Engineering for administration and implementation of the Multi-Family Handyworker Program.

INTRODUCTION

Funding was approved at the January 8, 2012 City Council Study Session as part of the CDBG process. For FY 2012-1023 Program Administration can no longer be charged separately and must be included as an operation cost for each separate CDBG program. Fifteen percent (15%) of the allocation may be used for public service programs such as the Services for Seniors program.

FINAL CDBG BUDGET FOR 2012-2013

Services for Seniors	$ 27,046
Handyworker Services- Multi-Family	$ 88,988
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Historically, the City has funded both the Multi-Family and the Single-Family Handyworker Programs. For the past three years Jewish Family Services provided the handyworker services to the City. As a result of CDBG funding cuts, JFS elected to discontinue their handyworker program. Recently, the City conducted an extensive request for proposal process and ultimately selected Willdan Engineering to administer and implement the Handyworker program. The handyworker program provides services to low and moderate income multi-family homeowners and renters with grants up to $2,000 for minor home repairs. Minor home repairs include weatherization, security, mobility improvements, and improvements to increase energy and water efficiency and other eligible repairs.

FISCAL IMPACT

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

Item C. APPROVAL OF AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CARL WARREN & COMPANY FOR SELF-INSURANCE ADMINISTRATION SERVICES; AND,

APPROVAL OF A PURCHASE ORDER IN A NOT-TO-EXCEED AMOUNT OF $95,000 FOR SAID SERVICES

RECOMMENDATION

Staff recommends that the City Council approve the amendment and the purchase order not to exceed $95,000 with Carl Warren & Company for liability claims services.

INTRODUCTION

The City of Beverly Hills self-insures for losses up to the $1 million. Staff handles the small liability claims, but lacks the resources to handle the large claims. Carl Warren and Company has provided self-insurance claims management services on large claims for the City of Beverly Hills since 1976. The current contract expired on August 31, 2012, and City Council approval is requested for a three year extension of the existing contract.

DISCUSSION

Claim services are provided by Carl Warren & Company on a time and expense basis. The hourly rate charged for services will increase from the rate of $70 per hour to $72 per hour in the first year of the contract. In addition, the hourly rate will increase by $1 each of the next two years of the amendment. This represents a 2.85% increase in the first year for the rate charged for services, and a 5.7% increase spread over the life of the amendment. Mileage will be charged at the IRS rate in effect at the time of the billing.

Carl Warren & Co. services are being suggested for extension because their charges to the City are below market rates for claims management services. They are able to maintain these below market rates because they value their long standing contractual relationship with the City. In addition, Carl Warren & Co. is the premier company for public entity claims management.

FISCAL IMPACT

Funds are budgeted within the Administrative Services Budget, at $95,000 per year. This budgeted amount should be adequate to cover this service.

Item D. APPROVAL OF A PURCHASE ORDER FOR RICHARDS, WATSON & GERSHON, A PROFESSIONAL CORPORATION, FOR LEGAL SERVICES IN THE AMOUNT OF $1,100,000

RECOMMENDATION

Staff recommends that the City Council move to issue a purchase order in the amount of $1,100,000 to Richards, Watson and Gershon for legal services during fiscal year 2012-2013.

INTRODUCTION

The law firm of Richards, Watson and Gershon has provided services as the in-house City Attorney since April 1989. In July, 2012, the City Council approved the third amendment to their contract to continue services for a three year period, from July 1st, 2012 through June 30th, 2015.

DISCUSSION

This year there will be costs associated with Litigation & Special Services, which includes non-tort litigation, labor and environmental issues. Accordingly, a purchase order is required; the total purchase order amount will not exceed $1,100,000. These costs are outside the retainer services and will be covered by this separate purchase order.

FISCAL IMPACT

Funds related to this change are available in the designated City Attorney budget.

Item E. APPROVAL OF A CHANGE ORDER FOR RICHARDS, WATSON & GERSHON, A PROFESSIONAL CORPORATION, FOR LEGAL SERVICES IN THE AMOUNT OF $150,000

RECOMMENDATION

Staff recommends that the City Council move to approve a change purchase order in the amount of $150,000 to Richards, Watson and Gershon for legal services during fiscal year 2012-2013.

INTRODUCTION

The law firm of Richards, Watson and Gershon has provided services as the in-house City Attorney since April 1989. In July, 2012, the City Council approved the third amendment to their contract to continue services for a three year period, from July 1st, 2012 through June 30th, 2015.

DISCUSSION

This year there will be increased retainer costs associated with services pertaining to the Beverly Hills Land Company (Parcels 12 and 13). In 2011-2012 a purchase order was established to cover these services in the amount of $74,036. An additional $150,000 is required and will be required to be added to the purchase order. With this change order, the total purchase order amount will be $224,036.

FISCAL IMPACT

Funds related to this change are available in the designated Policy and Management Capital Improvement budget numbers 01080918 and 01080919.

Noel Marquis
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND WILLDAN ENGINEERING FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND PROGRAM IMPLEMENTATION OF THE HANDYWORKER SERVICES PROGRAM FOR SINGLE FAMILY UNITS IN 2012-2013

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

RECITALS

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

2. TIME OF PERFORMANCE. Consultant shall commence the performance of this Agreement on July 1, 2012, and shall complete performance of this Agreement no later than October 15, 2013. The City Manager or his designee shall have the

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

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

4. COMPENSATION AND METHOD OF PAYMENT.

A. City shall compensate Consultant in an amount of money not to exceed the sum of One Hundred Thirty Seven Thousand Four Hundred Eighty-Two Dollars ($137,482.00), which payment shall constitute full and complete compensation for Consultant's services under this Agreement. Compensation shall be paid by the City out of CDBG funds received from the Los Angeles County Community Development Commission, as budgeted in Exhibit B, Budget and Budget Justification, attached hereto and incorporated herein by this reference. Any increase to that Budget shall be approved as set forth in Section 5 of this Agreement.

B. Payment shall be made according to the following procedure: on or about the fifteenth day of each calendar month, commencing with the calendar month of November 2012, Consultant shall submit to the City an invoice for Consultant's expenses during the preceding calendar month, including the construction costs for all Handyworker projects approved during the preceding month. The invoice shall itemize all expenses in detail conforming to the budget outlined in Exhibit B, unless otherwise approved as set forth in Section 5 of this Agreement. The invoice shall be approved by the City's Chief Financial Officer or his or her designee and shall be in a form and detail satisfactory to the Auditor-Controller for the Los Angeles County Community Development Commission. After timely receipt of each

invoice, and after approval by the City's Project Director, the City shall draw a warrant in favor of Consultant for the amount of the monthly expenses and forward the same to Consultant. Any money received by Consultant under this Agreement and not expended for expenses incurred during the term of this Agreement shall be promptly returned to the City upon the expiration of the term of this Agreement.

5. BUDGET. Consultant shall not spend more than the amounts specified in the Budget and Budget Justification, Exhibit B, for the separate cost categories specified in Exhibit B without the prior written approval of the City's Project Director.

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

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

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

B. Are specifically requested by Consultant;

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

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

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

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

B. Are specifically requested by Consultant;

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

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

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

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

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

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

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

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

12. FISCAL LIMITATIONS. In the future, the United States of America, through the Department of Housing and Urban Development ("HUD"), may place programmatic or fiscal limitations on CDBG funds not presently anticipated. Accordingly, the City reserves the right to revise this Agreement in order to take into account actions affecting HUD program funding. In the event of funding reduction, the City may reduce the budget of this Agreement, as a whole or in part, may limit the rate of Consultant's authority to commit and spend funds, or may restrict Consultant's use of both its uncommitted and its unspent funds. Where Los Angeles County Community Development Commission has directed or requested the City to implement a reduction in funding, in whole or in part, the City's Project Director may act for the City in implementing and effecting such a reduction in funding and in revising the Agreement for such purpose. Where the City's Project Director has reasonable grounds to question Consultant's fiscal accountability, financial soundness, or compliance with this Agreement, the City's Project Director may act for the City in suspending the operation of this Agreement for up to sixty (60) days, upon three (3) days' notice to Consultant of his/her intention, pending an audit or other

resolution of such questions. In no event, however, shall any revision made by the City affect expenditures and legally binding commitments made by Consultant before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

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

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

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

16. REPORTS AND RECORDS. Consultant shall prepare and submit financial, Program progress, monitoring, evaluation and other reports as required by City. Consultant shall maintain such property, personnel, financial and other records and accounts as are considered necessary by City to assure proper accounting for all Agreement funds.

Consultant shall ensure that its employees and board members furnish such information that, in the judgment of City representatives, may be relevant to a question of compliance with contractual conditions, with City directives, or with the effectiveness, legality and achievements of the Program. Consultant agrees to submit to City all data necessary to complete reports required by the County and Federal Governments and to monitor Program accountability and progress in accordance with the Department of Housing and Urban Development ("HUD") requirements in the format and at the time designated by the City Project Director or his/her designee.

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

18. PUBLIC PARTICIPATION. Consultant shall provide all Program data necessary to provide reports to the public. Consultant shall have discussions with the public as often as is necessary so that Consultant is adequately apprised of public recommendations during the course of the Program. Consultant representatives shall be available to respond to questions and receive recommendations at meetings with the City when so requested by the City Council or the City's Project Director or his/her designee.

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

20. AUDITS. Consultant's Program shall be audited in accordance with the County's policy and funding source guidelines. Federal, State, or City funding source agencies may also conduct audits. The City or its authorized representatives shall, at all times, have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of Consultant. Consultant's staff shall cooperate fully with auditors when they conduct audits and examinations of Consultant's Program. If the City finds that Program funds are misappropriated or misapplied, the City may require a special audit, the cost of the audit will be encumbered and deducted from this Agreement budget. If the City subsequently determines that the special audit was not warranted, the amount encumbered will be restored to the Agreement budget (24 CFR Part 84, Sec. 84.53).

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

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

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

A. Federal Executive Order 11246 requires that during the performance of this Agreement, Consultant agrees not to discriminate against any employee or

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

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

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

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

B. Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et seq., requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for

work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

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

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

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

person who received the federal contract, grant, loan, or commitment to insure or guaranty a loan.

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

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

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

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

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

a. The dangers of drug abuse in the workplace;

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

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

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

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

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

a. Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

26. CONFLICT OF INTEREST. Consultant, its agents and employees shall comply with all applicable Federal, State, County, and City laws and regulations governing conflict of interest, including without limitation 24 CPR Part 84, Sec. 84.42. To this end, Consultant shall make available to its employees, agents, subcontractors, vendors, or personal service providers, including subsidiaries of such agents and employees, copies of all applicable Federal, State, County, and City laws and regulations governing conflict of interest. Consultant shall furnish to the City prior to execution of this Agreement, a written list of all current proposed subgrantees/subcontractors, vendors, or personal service providers, including subsidiaries of Consultant. This list should be limited to those subgrantees/subcontractors, vendors or personal services providers, including subsidiaries of Consultant, which will receive

Ten Thousand Dollars ($10,000) or more during the term of the Agreement. Such a list shall include the names, addresses, telephone numbers, and identification of principal party(ies) and a description of services to be provided. During the term of this Agreement, Consultant shall notify the City in writing of any change in the list of subgrantees/subcontractors, vendors, personal service providers or subsidiaries of Consultant within fifteen (15) days of any change.

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

28. NEPOTISM. Consultant shall not hire nor permit the hiring of any person to fill a position funded through this Agreement if a member of that person's immediate family is employed in an administrative capacity by Consultant. For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, step-parent, and step-child. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including serving on the governing body of Consultant.

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

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

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

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

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

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

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

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

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

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

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

35. FAILURE TO PROCURE INSURANCE. Failure on the part of Consultant to procure or maintain the required insurance shall constitute a material breach of Agreement under which City may immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Consultant to City upon demand or City may offset the cost of the premiums against any monies due to Consultant from City.

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

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

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

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

40. NOTICES. All notices to Consultant shall be given in writing, by registered or certified mail, postage prepaid, to the following address Willdan Engineering, 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746-3443. All notices, reports and other documents to the City shall be given in writing, by certified or registered mail, postage prepaid, to City Project Director or his/her designee at City Manager's Office, 455 North Rexford Drive, Beverly Hills, CA 90210. Each party shall promptly notify the other party of any change(s) of address to which notices shall be sent pursuant to this Agreement.

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

City: CITY OF BEVERLY HILLS
A Municipal Corporation

_____
WILLIAM W. BRIEN, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

Consultant: Willdan Engineering

_____
WILLIAM C. PAGETT, P.E.
Senior Vice President

_____
ROY GILL
~~Finance Officer~~ SECRETARY

APPROVED AS TO FORM:

_____
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

_____
JEFFREY KOLIN
City Manager

_____
STEVE ZOET
Director of Community Services

_____
JAMES R. LATTA
Human Services Administrator

_____
NOEL MARQUIS
Acting Director of Administrative Services

_____
KARL KIRKMAN
Risk Manager

1495982v1

CITY OF BEVERLY HILLS
HANDYWORKER SERVICES SINGLE-UNIT PROGRAM
JULY 12, 2012 - JUNE 30, 2013

EXHIBIT A: PROJECT DESCRIPTION

PURPOSE AND BENEFICIARIES

The purpose of the proposed project is to provide labor and materials to approximately 22 single-family dwelling units for housing conservation services for moderate- or low-income households in the City of Beverly Hills. It is anticipated that the majority of program beneficiaries will be members of the City's low-income, elderly population. Services will be provided on a first-come, first-served basis.

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

CONTENT AND OPERATION

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

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

Beneficiary Eligibility

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

Beneficiaries of this program are limited to those households with annual incomes less than or equal to 80 percent of the median income for the Los Angeles/Long Beach area, as adjusted for family size under the HUD Section 8 program guidelines. For 2012, the low end of the income range limits published by HUD for moderate-income [80 percent of median] households are those listed in Table 1 below.

Table 1*

# Persons per Household	Moderate Income
1	$47,250
2	$54,000
3	$60,750
4	$67,450
5	$72,850
6	$78,250
7	$83,650
8	$89,050

*HUD generally revises income limits annually.

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

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

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

A. CDBG Program Administration for Handyworker and Senior Services Programs.

Provide day-to-day management of the CDBG Program, including project oversight and financial management (in consultation with the Human Services Administrator and the Finance Department). Prepare annual CDBG Program budget, including incorporation of project funding recommendations. Prepare reimbursement Funding Requests to the CDC. Arrange for all required public notices. Preparation and/or oversight of all documents required for implementation of CDBG funded projects, as well as any required amendments thereto. Preparation of Quarterly Performance Reports and other reports required as part of the annual administration of the CDBG Program. Monitoring CDBG funded activities for compliance with applicable regulations including procurement and reporting requirements. Preparation for CDC monitoring of CDBG funded activities and assistance in responding to any monitoring findings, including implementation of any necessary corrective actions. Provision of technical assistance

to City departments and Consultant agencies with the implementation of CDBG funded projects, as needed.

B. Handyworker Program Implementation

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

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

C. Applicant Screening

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

D. Pre-Construction

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

E. Site Work

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

interior work may be provided to multi-family units so that the services benefit only the eligible household.

1. Interior/Exterior Repairs
   a. Painting and finishing of walls and ceilings.
   b. Wall resurfacing (stucco, plaster, wallboard, patching, etc.).
   c. Installation of devices for the elderly or handicapped (ramps, handrails, bathroom fixtures, etc.). If ramps are installed on the exterior of a dwelling unit, drawings or sketches shall be submitted to the Department of Building & Safety for prior review. A permit, or City inspection, may be required for handrails or ramps.
   d. Roofing repairs such as installing new gutters or cleaning or repairing existing gutters, downspouts, and caulking so long as minor with no permit required.
   e. Electrical repairs to existing wiring, wiring devices, lighting fixtures, and safety switches so long as minor with no permit required.
   f. Plumbing repairs to water, gas, or sanitary waste and drainage piping, water heater, or plumbing fixtures, so long as minor with no permit required.
   g. Heating system/thermostat repairs.
   h. Cement work on walks, driveways, and walls.
   i. Masonry work on walls and chimneys.
   j. Asphalt work on walks and driveways.
   k. Repairs to, or replacement of, doors, windows, or screens.
   l. Bathroom and kitchen tile work and floor repairs.
   m. Repairs to secure premises against vermin.
   n. Removal of lead-based paint, if done by workers certified to do such work.
   o. Carpet replacement where existing carpet is severely worn.
   p. Other minor repairs that do not require a permit.

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

3. Security/Safety Improvements

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

   a. Security screens and security bars: prior review of security bars for units in single-family, residential buildings shall be in accordance with established procedures for design review. Approved quick-release, security bars may be

installed only by a licensed contractor on bedroom windows of units which are already equipped with hard-wired smoke detectors, or for single-family homes, where hard-wired smoke detectors are being installed as part of the same Handyworker job. Prior to an installation, the Beverly Hills Department of Building and Safety must be consulted regarding issuance of a non-fee permit. The contractor must obtain a City inspection of the completed work.

b. Deadbolt locks, window locks, and pin locks for sliding glass doors.

c. Door peepholes.

d. Repairs to fences not over six feet.

e. Safety lighting.

f. Smoke detectors conforming to Uniform Building Code (UBC) standard 43-6 shall be installed in accordance with the 1993 UBC and all Beverly Hills' amendments thereto. Such smoke detectors shall be installed in single-family residences only, and shall not be installed in apartments, or condominiums, because landlords, or the condominium associations, were required to install such smoke detectors. With the stipulation that Installers shall be electrical contractors licensed in the State of California and shall provide a Certificate of Worker's Compensation insurance, or certify that they are exempt. The contractor, prior to each installation, shall obtain electrical permits from the Department of Building and Safety, and the contractor shall request an inspection of the completed work by City inspectors. No fee shall be charged for such permits for this City program. For jobs completed under the terms of this agreement only, such electrical contractors shall be exempt from the requirement to obtain a business license.

MINIMUM HABITABILITY STANDARDS

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

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

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

3. At least one toilet functions;

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

5. Installed light switches and outlets work;

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

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

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

PROCUREMENT

Procurement and Storage of Supplies and Equipment

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

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

Procurement of Services

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

REPORTING REQUIREMENTS/MONITORING

Reports

A monthly report of residents who received repair services, including a summary of work performed at each address, shall be submitted to the City. The report shall include the demographic information required to be reported for each new client, as well as the name and address of applicants approved for work and awaiting services. Individual job files shall be maintained at the service provider's office and shall include the client's application for service, copies of documents establishing eligibility (proof of occupancy or ownership in the City and

income verification), building owner's release form, a work order signed by the service provider and the client, evidence that the client has been provided with the HUD lead-based paint advisory, completion sign-offs, and receipts for materials/stock transfer slips. The service provider must also keep a written record documenting the reasons for service denial.

Monitoring

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

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

INSURANCE

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

PAYMENT PROCEDURES

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

ATTACHMENT I TO EXHIBIT A

INSURANCE REQUIREMENTS

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

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

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

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

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

General and Automobile Liability

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

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

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

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

Certificates of Insurance

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

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

Notice of Cancellation

Except for non-payment of premium, each insurance policy shall be endorsed to state that the coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the City of Beverly Hills, ten (10) days notice if cancellation is due to nonpayment of premium. Contractor agrees that it shall not cancel or reduce said insurance coverage.

Acceptable Insurance Carriers

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

ATTACHMENT II TO EXHIBIT A

CERTIFICATE OF INSURANCE

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

NAMED INSURED

ADDRESS

COMPANIES AFFORDING COVERAGE
A.
B.
C.

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

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

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

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

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

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

DATE: _____ BY: _____
Authorized Insurance Representative

TITLE: _____

AGENCY: _____ ADDRESS: _____

_____ _____

RM02.DOC REVISED 10/14/96.

EXHIBIT B

CITY OF BEVERLY HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET

SCHEDULE OF RATES

Project Name: Handyworker Program – SF Amendment No. _____
July 1, 2012 – June 30, 2013

Title	Hourly Rate
Senior Community Development Planner	$100.00
Principal Community Development Planner	$115.00
Housing Rehabilitation Specialist	$40.00

Willdan Engineering will provide all services on a hourly basis for not-to-exceed amounts as follows:

CDBG Administration fee not-to-exceed $11,280.00
Senior Community Development Planner 99 hours @ $100.00/hr. = $9,900.00
Principal Community Development Planner 12 hours @ $115.00/hr. = $1,380.00

Handyworker Program Implementation fee not-to-exceed $16,160.00
Housing Rehabilitation Specialist 404 hours @ $40.00/hr. = $16,160.00

Services For Seniors Program Monitoring included in CDBG Administration fee.

The fees quoted herein include salaries, benefits, insurance, and other overhead costs. Based on the service delivery (i.e., program implementation) costs for the Handyworker Program quoted above, $110,042.00 would be available to apply to the contractor costs (i.e., labor and materials) related to home repairs.

Single Family: $5,000 x 22 units = $110,000.00
TOTAL SF UNIT BUDGET $137,482.00

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND WILLDAN ENGINEERING FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND PROGRAM IMPLEMENTATION OF THE HANDYWORKER SERVICES PROGRAM FOR MULTI-FAMILY UNITS IN 2012-2013

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

RECITALS

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

2. TIME OF PERFORMANCE. Consultant shall commence the performance of this Agreement on July 1, 2012, and shall complete performance of this Agreement no later than June 30, 2013. The City Manager or his designee shall have the option

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

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

4. COMPENSATION AND METHOD OF PAYMENT.

A. City shall compensate Consultant in an amount of money not to exceed the sum of Eighty Eight Thousand Nine Hundred Eighty-Eight Dollars ($88,988.00), which payment shall constitute full and complete compensation for Consultant's services under this Agreement. Compensation shall be paid by the City out of CDBG funds received from the Los Angeles County Community Development Commission, as budgeted in Exhibit B, Budget and Budget Justification, attached hereto and incorporated herein by this reference. Any increase to that Budget shall be approved as set forth in Section 5 of this Agreement.

B. Payment shall be made according to the following procedure: on or about the fifteenth day of each calendar month, commencing with the calendar month of November 2012, Consultant shall submit to the City an invoice for Consultant's expenses during the preceding calendar month, including the construction costs for all Handyworker projects approved during the preceding month. The invoice shall itemize all expenses in detail conforming to the budget outlined in Exhibit B, unless otherwise approved as set forth in Section 5 of this Agreement. The invoice shall be approved by the City's Chief Financial Officer or his or her designee and shall be in a form and detail satisfactory to the Auditor-Controller for the Los Angeles County Community Development Commission. After timely receipt of each invoice, and after approval by the City's Project Director, the City shall draw a warrant in favor

of Consultant for the amount of the monthly expenses and forward the same to Consultant. Any money received by Consultant under this Agreement and not expended for expenses incurred during the term of this Agreement shall be promptly returned to the City upon the expiration of the term of this Agreement.

5. BUDGET. Consultant shall not spend more than the amounts specified in the Budget and Budget Justification, Exhibit B, for the separate cost categories specified in Exhibit B without the prior written approval of the City's Project Director.

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

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

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

B. Are specifically requested by Consultant;

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

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

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

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

B. Are specifically requested by Consultant;

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

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

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

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

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

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

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

11. FINANCIAL PHASE-OUT PERIOD. Within a period of not more than thirty (30) calendar days from the expiration date of this Agreement ("financial phase out

period"), Consultant agrees to complete all necessary financial phase-out procedures required by the City's Project Director, or his/her designee. The City shall not provide reimbursement for any expenses or costs associated with this Agreement after the expiration of the financial phase-out period. After the expiration of the financial phase-out period, City may immediately reprogram those funds not paid to Consultant under this Agreement into other eligible activities. Consultant shall provide a final financial audit for activities performed under this Agreement at the expiration of the financial phase-out period.

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

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

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

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

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

16. REPORTS AND RECORDS. Consultant shall prepare and submit financial, Program progress, monitoring, evaluation and other reports as required by City. Consultant shall maintain such property, personnel, financial and other records and accounts as are considered necessary by City to assure proper accounting for all Agreement funds. Consultant shall ensure that its employees and board members furnish such information that, in the judgment of City representatives, may be relevant to a question of compliance with

contractual conditions, with City directives, or with the effectiveness, legality and achievements of the Program. Consultant agrees to submit to City all data necessary to complete reports required by the County and Federal Governments and to monitor Program accountability and progress in accordance with the Department of Housing and Urban Development ("HUD") requirements in the format and at the time designated by the City Project Director or his/her designee.

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

18. PUBLIC PARTICIPATION. Consultant shall provide all Program data necessary to provide reports to the public. Consultant shall have discussions with the public as often as is necessary so that Consultant is adequately apprised of public recommendations during the course of the Program. Consultant representatives shall be available to respond to questions and receive recommendations at meetings with the City when so requested by the City Council or the City's Project Director or his/her designee.

19. MONITORING AND EVALUATION. The City shall monitor, evaluate, and provide guidance to Consultant in the performance of this Agreement. Authorized

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

20. AUDITS. Consultant's Program shall be audited in accordance with the County's policy and funding source guidelines. Federal, State, or City funding source agencies may also conduct audits. The City or its authorized representatives shall, at all times, have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of Consultant. Consultant's staff shall cooperate fully with auditors when they conduct audits and examinations of Consultant's Program. If the City finds that Program funds are misappropriated or misapplied, the City may require a special audit, the cost of the audit will be encumbered and deducted from this Agreement budget. If the City subsequently determines that the special audit was not warranted, the amount encumbered will be restored to the Agreement budget (24 CFR Part 84, Sec. 84.53).

21. AUDIT EXCEPTIONS BY STATE AND FEDERAL AGENCIES. Consultant agrees that in the event the Program is subject to audit exceptions by appropriate State and Federal audit agencies, Consultant shall be responsible for complying with such

exceptions and paying the Los Angeles County Community Development Commission the full amount of City's liability to the funding agency resulting from such audit exceptions.

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

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

A. Federal Executive Order 11246 requires that during the performance of this Agreement, Consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Consultant setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

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

a. The dangers of drug abuse in the workplace;

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

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

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

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

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

a. Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

26. CONFLICT OF INTEREST. Consultant, its agents and employees shall comply with all applicable Federal, State, County, and City laws and regulations governing conflict of interest, including without limitation 24 CPR Part 84, Sec. 84.42. To this end, Consultant shall make available to its employees, agents, subcontractors, vendors, or personal service providers, including subsidiaries of such agents and employees, copies of all applicable Federal, State, County, and City laws and regulations governing conflict of interest. Consultant shall furnish to the City prior to execution of this Agreement, a written list of all current proposed subgrantees/subcontractors, vendors, or personal service providers, including subsidiaries of Consultant. This list should be limited to those subgrantees/subcontractors, vendors or personal services providers, including subsidiaries of Consultant, which will receive

Ten Thousand Dollars ($10,000) or more during the term of the Agreement. Such a list shall include the names, addresses, telephone numbers, and identification of principal party(ies) and a description of services to be provided. During the term of this Agreement, Consultant shall notify the City in writing of any change in the list of subgrantees/subcontractors, vendors, personal service providers or subsidiaries of Consultant within fifteen (15) days of any change.

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

28. NEPOTISM. Consultant shall not hire nor permit the hiring of any person to fill a position funded through this Agreement if a member of that person's immediate family is employed in an administrative capacity by Consultant. For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, step-parent, and step-child. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including serving on the governing body of Consultant.

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

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

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

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

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

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

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

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

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

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

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

35. FAILURE TO PROCURE INSURANCE. Failure on the part of Consultant to procure or maintain the required insurance shall constitute a material breach of Agreement under which City may immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Consultant to City upon demand or City may offset the cost of the premiums against any monies due to Consultant from City.

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

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

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

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

40. NOTICES. All notices to Consultant shall be given in writing, by registered or certified mail, postage prepaid, to the following address Willdan Engineering, 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746-3443. All notices, reports and other documents to the City shall be given in writing, by certified or registered mail, postage prepaid, to City Project Director or his/her designee at City Manager's Office, 455 North Rexford Drive, Beverly Hills, CA 90210. Each party shall promptly notify the other party of any change(s) of address to which notices shall be sent pursuant to this Agreement.

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

City: CITY OF BEVERLY HILLS
A Municipal Corporation

_____
WILLIAM W. BRIEN, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

Consultant: Willdan Engineering

_____
WILLIAM C. PAGETT, P.E.
Senior Vice President

_____
ROY GILL
~~Finance Officer~~ SECRETARY

APPROVED AS TO FORM:

_____
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

_____
JEFFREY KOLIN
City Manager

_____
STEVE ZOET
Director of Community Services

_____
JAMES R. LATTA
Human Services Administrator

_____
NOEL MARQUIS
Acting Director of Administrative Services

_____
KARL KIRKMAN
Risk Manager

1495981v1

CITY OF BEVERLY HILLS
HANDYWORKER SERVICES MULTI-UNIT PROGRAM
JULY 12, 2012 - JUNE 30, 2013

EXHIBIT A: PROJECT DESCRIPTION

PURPOSE AND BENEFICIARIES

The purpose of the proposed project is to provide labor and materials to approximately 35 multi-family dwelling units for housing conservation services for moderate- or low-income households in the City of Beverly Hills. It is anticipated that the majority of program beneficiaries will be members of the City's low-income, elderly population. Services will be provided on a first-come, first-served basis.

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

CONTENT AND OPERATION

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

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

Beneficiary Eligibility

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

Beneficiaries of this program are limited to those households with annual incomes less than or equal to 80 percent of the median income for the Los Angeles/Long Beach area, as adjusted for family size under the HUD Section 8 program guidelines. For 2012, the low end of the income range limits published by HUD for moderate-income [80 percent of median] households are those listed in Table 1 below.

Table 1*

# Persons per Household	Moderate Income
1	$47,250
2	$54,000
3	$60,750
4	$67,450
5	$72,850
6	$78,250
7	$83,650
8	$89,050

*HUD generally revises income limits annually.

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

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

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

A. CDBG Program Administration for Handyworker and Senior Services Programs.

Provide day-to-day management of the CDBG Program, including project oversight and financial management (in consultation with the Human Services Administrator and the Finance Department). Prepare annual CDBG Program budget, including incorporation of project funding recommendations. Prepare reimbursement Funding Requests to the CDC. Arrange for all required public notices. Preparation and/or oversight of all documents required for implementation of CDBG funded projects, as well as any required amendments thereto. Preparation of Quarterly Performance Reports and other reports required as part of the annual administration of the CDBG Program. Monitoring CDBG funded activities for compliance with applicable regulations including procurement and reporting requirements. Preparation for CDC monitoring of CDBG funded activities and assistance in responding to any monitoring findings,

including implementation of any necessary corrective actions. Provision of technical assistance to City departments and Consultant agencies with the implementation of CDBG funded projects, as needed.

B. Handyworker Program Implementation

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

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

C. Applicant Screening

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

D. Pre-Construction

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

E. Site Work

The Handyworker Program is intended to provide the following minor home repair services, generally defined as repairs that are exempt from the requirement to obtain City permits, except as noted in 1.c., 3.a., and 3.f. City staff will assist Consultant in obtaining any required permits, and no fee will be charged for City permits. The following services may be provided, up to a

maximum of $2,000 per job for labor and materials. Interior and exterior work may be provided to single-family homes, and with the exception of security and mobility improvements, only interior work may be provided to multi-family units so that the services benefit only the eligible household.

1. Interior/Exterior Repairs
   a. Painting and finishing of walls and ceilings.
   b. Wall resurfacing (stucco, plaster, wallboard, patching, etc.).
   c. Installation of devices for the elderly or handicapped (ramps, handrails, bathroom fixtures, etc.). If ramps are installed on the exterior of a dwelling unit, drawings or sketches shall be submitted to the Department of Building & Safety for prior review. A permit, or City inspection, may be required for handrails or ramps.
   d. Roofing repairs such as installing new gutters or cleaning or repairing existing gutters, downspouts, and caulking so long as minor with no permit required.
   e. Electrical repairs to existing wiring, wiring devices, lighting fixtures, and safety switches so long as minor with no permit required.
   f. Plumbing repairs to water, gas, or sanitary waste and drainage piping, water heater, or plumbing fixtures, so long as minor with no permit required.
   g. Heating system/thermostat repairs.
   h. Cement work on walks, driveways, and walls.
   i. Masonry work on walls and chimneys.
   j. Asphalt work on walks and driveways.
   k. Repairs to, or replacement of, doors, windows, or screens.
   l. Bathroom and kitchen tile work and floor repairs.
   m. Repairs to secure premises against vermin.
   n. Removal of lead-based paint, if done by workers certified to do such work.
   o. Carpet replacement where existing carpet is severely worn.
   p. Other minor repairs that do not require a permit.

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

3. Security/Safety Improvements

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

a. Security screens and security bars: prior review of security bars for units in multi-family, residential buildings shall be in accordance with established procedures for design review. Approved quick-release, security bars may be installed only by a licensed contractor on bedroom windows of units which are already equipped with hard-wired smoke detectors. Prior to an installation, the Beverly Hills Department of Building and Safety must be consulted regarding issuance of a non-fee permit. The contractor must obtain a City inspection of the completed work.
b. Deadbolt locks, window locks, and pin locks for sliding glass doors.
c. Door peepholes.
d. Repairs to fences not over six feet.
e. Safety lighting.
f. Smoke detectors conforming to Uniform Building Code (UBC) standard 43-6 shall be installed in accordance with the 1993 UBC and all Beverly Hills' amendments thereto. Such smoke detectors shall be installed in multi-family residences only, and shall not be installed in apartments, or condominiums, because landlords, or the condominium associations, were required to install such smoke detectors. With the stipulation that Installers shall be electrical contractors licensed in the State of California and shall provide a Certificate of Worker's Compensation insurance, or certify that they are exempt. The contractor, prior to each installation, shall obtain electrical permits from the Department of Building and Safety, and the contractor shall request an inspection of the completed work by City inspectors. No fee shall be charged for such permits for this City program. For jobs completed under the terms of this agreement only, such electrical contractors shall be exempt from the requirement to obtain a business license.

MINIMUM HABITABILITY STANDARDS

The service provider will be required to provide the above services that address the priorities of the homeowner and do not exceed the maximum $2,000 in labor and materials costs. In addition, the City requires that each home receiving service will meet the following minimum habitability standards when work has been completed and has been reviewed from the standpoint of security:

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

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

3. At least one toilet functions;

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

5. Installed light switches and outlets work;

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

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

If the repairs necessary to bring a home into conformance with these habitability standards are beyond the scope of this contract, and/or would exceed $2,000 in labor and materials cost, the service provider shall notify the City.

PROCUREMENT

Procurement and Storage of Supplies and Equipment

Procurement of supplies and equipment shall comply with federal requirements. For transactions involving less than $25,000, a minimum of three oral or written bids shall be obtained and documented. Transactions involving more than $25,000 require more extensive procurement procedures. All equipment that has a purchase, or lease price of over $300 in unit value, and a life expectancy of more than one year, shall be approved by the City prior to purchase or lease. If an applicant has quality, usable materials, those materials shall be included as part of the $2,000 maximum for materials and labor. Applicants will be encouraged to make such materials available.

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

Procurement of Services

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

REPORTING REQUIREMENTS/MONITORING

Reports

A monthly report of residents who received repair services, including a summary of work performed at each address, shall be submitted to the City. The report shall include the demographic information required to be reported for each new client, as well as the name and address of applicants approved for work and awaiting services. Individual job files shall be

maintained at the service provider's office and shall include the client's application for service, copies of documents establishing eligibility (proof of occupancy or ownership in the City and income verification), building owner's release form, a work order signed by the service provider and the client, evidence that the client has been provided with the HUD lead-based paint advisory, completion sign-offs, and receipts for materials/stock transfer slips. The service provider must also keep a written record documenting the reasons for service denial.

Monitoring

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

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

INSURANCE

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

PAYMENT PROCEDURES

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

ATTACHMENT I TO EXHIBIT A

INSURANCE REQUIREMENTS

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

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

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

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

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

General and Automobile Liability

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

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

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

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

Certificates of Insurance

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

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

Notice of Cancellation

Except for non-payment of premium, each insurance policy shall be endorsed to state that the coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the City of Beverly Hills, ten (10) days notice if cancellation is due to nonpayment of premium. Contractor agrees that it shall not cancel or reduce said insurance coverage.

Acceptable Insurance Carriers

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

ATTACHMENT II TO EXHIBIT A

CERTIFICATE OF INSURANCE

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

NAMED INSURED

ADDRESS

COMPANIES AFFORDING COVERAGE

A.
B.
C.

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

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

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

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

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

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

DATE: _____ BY: _____
Authorized Insurance Representative

TITLE: _____

AGENCY: _____ ADDRESS: _____

_____ _____

RM02.DOC REVISED 10/14/96.

EXHIBIT B

CITY OF BEVERLY HILLS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET

SCHEDULE OF RATES

Project Name: Handyworker Program – MF Amendment No. _____
July 1, 2012 – June 30, 2013

Title	Hourly Rate
Senior Community Development Planner	$100.00
Principal Community Development Planner	$115.00
Housing Rehabilitation Specialist	$40.00

Willdan Engineering will provide all services on a hourly basis for not-to-exceed amounts as follows:

CDBG Administration fee not-to-exceed $7,220.00
Senior Community Development Planner 63 hours @ $100.00/hr. = $6,300.00
Principal Community Development Planner 8 hours @ $115.00/hr = $920.00

Handyworker Program Implementation fee not-to-exceed $10,340.00
Housing Rehabilitation Specialist 258.5 hours @ $40.00 = $10,340.00

Services For Seniors Program Monitoring included in CDBG Administration fee.

The fees quoted herein include salaries, benefits, insurance, and other overhead costs. Based on the service delivery (i.e., program implementation) costs for the Handyworker Program quoted above, $71,428.00 would be available to apply to the contractor costs (i.e., labor and materials) related to home repairs.

Multi-family: $ 2,000 x 35 units = $70,000.00
TOTAL MF UNIT BUDGET $88,988.00

Attachment 2

AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CARL WARREN & COMPANY FOR SELF-INSURANCE ADMINISTRATION SERVICES

NAME OF CONSULTANT:	Carl Warren & Company
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Michael Reed, Corporate Secretary
CONSULTANT'S ADDRESS:	770 S. Placentia Avenue Placentia, California 92870-5180 Attention: Michael Reed, Corporate Secretary
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: Karl Kirkman, Risk Manager
COMMENCEMENT DATE:	August 1, 2007
TERMINATION DATE:	July 31, 2015
CONSIDERATION:	Not to exceed $95,000 per year based on the rates set forth in Exhibit B-1

AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CARL WARREN & COMPANY FOR SELF-INSURANCE ADMINISTRATION SERVICES

This Amendment No. 1 is to that Agreement between the City of Beverly Hills ("CITY") and Carl Warren & Company ("CONSULTANT"), dated December 5, 2007 and identified as Contract No. 475-07, as amended by Amendment No. 1, dated January 11, 2011 and identified as Contract No. 07-11 ("Agreement") for self insurance administration services, copies of which are on file in the office of the City Clerk.

RECITALS

A. CITY entered into a written agreement with CONSULTANT dated December 5, 2007 for self insurance administration services.

B. CITY desires to extend the Termination Date of the Agreement and amend the Schedule of Rates, Exhibit B-1.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Termination Date shall be amended as set forth above.

Section 2. Exhibit B-1, Schedule of Rates, shall be amended as attached hereto and incorporated herein.

Section 3. Except as expressly modified by this Amendment No. 2, the provisions of the Agreement dated December 5, 2007, between the City of Beverly Hills and Carl Warren & Company, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the _____ day of _____ 201__, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

_____
WILLIAM W. BRIEN, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

CARL WARREN AND COMPANY
A California Corporation

_____
CARYN SIEBERT
President

_____
MICHAEL REED
Secretary

APPROVED AS TO FORM:

_____
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

_____
JEFFREY C. KOLIN
City Manager

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

_____
KARL KIRKMAN
Risk Manager

EXHIBIT B-1

SCHEDULE OF RATES

Services	$72.00 per hour $73.00 per hour beginning August 1, 2013 $74.00 per hour beginning August 1, 2014
ISO/Index	$18.00 per submission
MMSEA Reporting	$4.85 per bodily injury claimant (beginning Jan. 1, 2011)
Telephone	Included
Mileage	In accordance with IRS rate
Photocopies	Included
Stenographic	Included
Photographs	$2.50 each
Office Expense	Included
Set up fee	Included
1099 Preparation	$10.00 each
Miscellaneous	At Cost

CITY agrees to pay the sum of Sixty-Eight and 00/100ths Dollars ($68.00) per hour from August 1, 2007 through July 31, 2008 to CONSULTANT as compensation for professional claim handling services; Seventy and 00/100ths Dollars per hour from August 1. 2008 through July 31, 2009; Seventy-Two and 00/100ths Dollars per hour from August 1, 2009 through July 31, 2013; Seventy-Three and 00/100ths Dollars per hour from August 1, 2013 through July 31, 2014; and Seventy-Four and 00/100ths Dollars per hour from August 1, 2014 through July 31, 2015. Said charges shall be billed by CONSULTANT monthly and shall be supported with detailed information setting forth the hours worked, the type of work performed, and the costs incurred.

Incident reports not requiring any claimant contact or investigation will be reviewed and entered into an incident report log for $30 per incident if CITY so requests.

CITY agrees to pay charges for outside adjusters other than CONSULTANT's adjusters and file related expenses such as medical reports, police reports, etc. on a pass through basis with no additional fees added.