



## AGENDA REPORT

**Meeting Date:** August 6, 2013  
**Item Number:** F-12  
**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 (5)

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**Item A. APPROVAL OF AN AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND JEWISH FAMILY SERVICE FOR COMMUNITY ASSISTANCE FUNDS; AND**

**APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$120,000 FOR CONTINUATION OF SERVICES DESCRIBED**

### **RECOMMENDATION**

Staff recommends City Council move to approve an agreement with Jewish Family Service (JFS) for continuation of community assistance grant funding and approve a purchase order in the not to exceed amount of \$120,000.

### **INTRODUCTION**

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

### **DISCUSSION**

Jewish Family Service has provided Beverly Hills older adults with vital social services since 1992. The JFS Care Management Program is currently available to residents age 55 and older. According to the 2000 U.S. Census data, there are over 6,000 Beverly Hills residents who could potentially benefit from the program. Funding will be used to support older Beverly Hills residents: continuation of the Care Management Program to 30 at-risk older adults; resource referral and consultation; and telephone reassurance including supportive check-in calls. In addition, the Home Care Support and Emergency Purchase of Services program will expand and continue for a second year.

## **FISCAL IMPACT**

Funds have been budgeted and are available this purpose.

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

**APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$90,100 FOR CONTINUATION OF SERVICES DESCRIBED**

## **RECOMMENDATION**

Staff recommends City Council move to approve an agreement with Step Up on Second to enable the continuation of this program Changing Lives and Sharing Places Program (CLASP) and approve a purchase order in the not to exceed amount of \$90,100.

## **INTRODUCTION**

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

## **DISCUSSION**

For many years the City, and the region at large, have grappled with issues related to the causes and effects of homelessness. Complaints and concerns have been expressed by both the residential and business communities and include the impact of homeless people's behaviors and activities in public parks (including human waste and storage of personal property), public bathrooms (including public bathing), and City streets in commercial areas (including panhandling) that impair the quality of life for both the homeless and the community at large.

Community concerns have focused on safety, health and hygiene, impact on children, a sense of intimidation when panhandlers approach, and an overall concern about the degradation of the quality of life for all. Coupled with the concern is a real sense of commitment to humanitarian approaches to solutions to assist the homeless. The CLASP program was created to balance the knowledge that many homeless are mentally ill, affordability of housing, the constitutional rights of individuals to choose alternative lifestyles, and quality of life issues of the community at large.

## **FISCAL IMPACT**

Funds have been budgeted and are available this purpose.

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

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

**RECOMMENDATION**

Staff recommends City Council move to approve the agreement with the Westside Food Bank for the continuation of community assistance grant funding to the Westside Food Bank and approve a purchase order in the not to exceed amount of \$85,000.

**INTRODUCTION**

The Westside Food Bank provides food to 70 member agencies within the area bounded to the north by the Santa Monica Mountains, to the south by Los Angeles International Airport, and west of La Brea Avenue to the ocean. Donated funds are used to purchase food in large bulk resulting in economies of scale and achieving a food cost index significantly lower than what individuals and agencies can obtain. The target population is low income individuals and families on the Westside.

**DISCUSSION**

The City of Beverly Hills has provided community assistance grant funding to the Westside Food Bank (WSFB) since 1986. Food is provided to Westside social service agencies that have direct service food assistance programs, either as community food pantries, or as programs that supply food to shelter residents or congregate meals for homeless people. A large warehouse in Santa Monica allows them to accept, process, store and distribute large quantities of both donated and purchased food.

In 2012, the number of food-seeking visits made to pantries served was 84% higher than in 2008 and the rate of pantry visits has continued to increase as more and more local residents termed out of unemployment benefits. For families who do not qualify for food stamps, food pantries are often the only place they can turn for help.

**FISCAL IMPACT**

Funds have been budgeted and are available this purpose.

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

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

**RECOMMENDATION**

Staff recommends City Council move to approve an agreement with the Maple Counseling Center for continuation of low cost mental health services to the community and approve a purchase order in the not to exceed amount of \$75,000.

**INTRODUCTION**

The Maple Counseling Center (TMCC) has served the greater Los Angeles metropolitan area and City of Beverly Hills since 1971 as a non-profit, community-based mental health provider of low-cost psychological counseling to individuals, couples, families, and groups ranging in age from infants to seniors. In addition, TMCC offers a range of programs within the Beverly Hills School District including onsite individual and group counseling, Community Circle, peer counseling and the Safe Ride program.

**DISCUSSION**

The City of Beverly Hills has provided community assistance grant funding to The Maple Counseling Center since 1984. TMCC's services are available to individuals of all ages and fees are on a sliding scale, based on ability to pay.

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

**FISCAL IMPACT**

Funds have been budgeted and are available this purpose.

**Item E. APPROVAL OF AN AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND PEOPLE ASSISTING THE HOMELESS (P.A.T.H.) FOR COMMUNITY ASSISTANCE FUNDS; AND**

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

**RECOMMENDATION**

Staff recommends City Council move to approve an agreement with PATH for continuation of community assistance grant funding and to approve a purchase order in the not to exceed amount of \$75,000.

**INTRODUCTION**

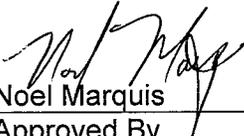
People Assisting the Homeless (PATH) has more than 26 years of experience providing outreach, housing and supportive services for the homeless. PATH has been serving homeless individuals in Beverly Hills since 1994. PATH's count, care connect approach addresses the problem of homelessness in Beverly Hills by providing these individuals with the resources they need to secure and maintain stable housing.

**DISCUSSION**

The grant funding for programs and services provided by PATH complements the City's Changing Lives and Sharing Places (CLASP) program by ensuring that a shelter bed is available for a homeless individual who chooses to consider an option to life on the street. Funds are used to aid in the provision of services, including comprehensive case management to help secure housing as quickly as possible.

**FISCAL IMPACT**

Funds have been budgeted and are available this purpose.

  
Noel Marquis  
Approved By \_\_\_\_\_

# **Attachment 1**

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

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

R E C I T A L S

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

WHEREAS, City desires to provide community assistance funds for the fiscal year 2013-2014 to continue to support the operation within the City of a valuable human service entity that provides a care management program for seniors and a senior peer volunteer program within City ("Project").

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

Section 1. Fund Authorization. City authorizes the sum of One Hundred Twenty Thousand and no/100ths Dollars (\$120,000) to be paid to Recipient for the fiscal year 2013-2014. Payment shall be made to Recipient in the amount of Thirty Thousand and no/100ths Dollars (\$30,000) upon execution of this Agreement. Three additional payments of Thirty Thousand and no/100ths Dollars (\$30,000) each will be paid on October 1, 2013, January 1, 2014 and April 1, 2014, if Recipient complies with the terms of this Agreement.

Section 2. Use of Funds. Recipient shall use the community assistance funds for the operation and promotion of a Senior Care Management Program (\$85,000), and Homecare Support Services/Emergency Purchase of Services (\$35,000).

Section 3. Reports. Recipient shall furnish comprehensive quarterly progress reports to the Human Services Administrator (hereinafter "Administrator") on a form provided by City as to the operation of the Project, including the use of funds provided to Recipient by City, specific Project activities and/or changes and the relative benefit of the Project to residents, visitors and/or employees of the City. The first report shall be furnished to the Administrator by October 1, 2013. Additional reports shall be furnished on January 1, April 1, and July 1, 2014.

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

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

Section 6. Termination. The term of this Agreement shall be twelve (12) months commencing July 1, 2013, unless terminated earlier as provided herein. City or Recipient may terminate this Agreement, without cause, upon thirty (30) days written notice.

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

EXECUTED this \_\_\_ day of \_\_\_\_\_, 201\_, in the City of Beverly Hills, California.

CITY OF BEVERLY HILLS,  
a municipal corporation

\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor of the City of Beverly Hills, California

ATTEST:

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

JEWISH FAMILY SERVICE,  
a non-profit corporation  
By: Paul S. Castro  
PAUL S. CASTRO  
Executive Director/Chief Executive Officer

By: Trent Maggard  
TRENT MAGGARD  
Chief Financial Officer

APPROVED AS TO FORM:  
Laurence S. Wiener  
LAURENCE S. WIENER  
City Attorney

Karl Kirkman  
KARL KIRKMAN  
Risk Manager

APPROVED AS TO CONTENT:  
Jeffrey Kolin  
JEFFREY KOLIN  
City Manager

Steven Zoet  
STEVEN ZOET  
Director of Community Services

James R. Latta, L.C.S.W.  
JAMES R. LATTA, L.C.S.W.  
Human Services Administrator

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

NAME OF CONSULTANT: Step Up on Second

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Tod Lipka, Chief Executive Officer

CONSULTANT'S ADDRESS: 1328 Second Street  
Santa Monica, CA 90401

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

COMMENCEMENT DATE: July 1, 2013

TERMINATION DATE: June 30, 2014

CONSIDERATION: Not to exceed \$90,100 based on the budget  
set forth Attachment 1 to Exhibit A

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

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

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

Section 3. Compensation.

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

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

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

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

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

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

Section 7. Responsible Principal(s)

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

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

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

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

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

Section 11. Insurance.

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

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

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

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

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

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

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

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

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

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

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

Section 13. Termination.

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

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

Section 14. CITY's Responsibility.

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

(b) CITY shall provide office space, financial assistance toward a computer, supplies, and pay the agreed monthly rate for cell phones, mileage (does not include commuting to and from work in CITY), parking and other expenses itemized on the budget, attached hereto as Attachment 1 to Exhibit A.

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

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

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

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

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

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

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

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

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

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor of the City of  
Beverly Hills, California

ATTEST:

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

CONSULTANT: STEP UP ON SECOND

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

\_\_\_\_\_  
SONHUI ROBILOTTA  
Chief Financial Officer

APPROVED AS TO FORM

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
JEFFREY C. KOLIN  
City Manager

\_\_\_\_\_  
STEVEN ZOET  
Director of Community Services

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

## EXHIBIT A

### SCOPE OF WORK

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

CONSULTANT shall provide a Homeless Outreach and Engagement Team ("Outreach Team") including one to two persons to work within the CITY limits and evaluate, assess and refer for services those identified as homeless and/or in need of community mental health support services as described herein and in accordance with the Budget set forth in Attachment 1 to this Exhibit A.

#### Staffing and Schedule:

CONSULTANT shall provide the following staffing:

(1) One Program Manager (8 hours per week) for program coordination and oversight of full-time staff.

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

(3) One (1) full time peer employee – Peer Advocate (qualifications: certification from a recognized peer training program). The Peer Advocate shall work up to 40 hours per week with no overtime. Although an office will be provided, it is expected that the Peer Advocate will be out in the field. The schedule of work is driven by the scope of services provided herein. For example, outreach to many homeless and/or persons in need of community mental health support services typically occurs in the early morning hours, evening and on weekends. Therefore, the Peer Advocate shall adjust its schedule to ensure that the services provided are conducted in the most effective manner to achieve the objective described herein and in CONSULTANT's proposal.

#### Program Activities and Expectations:

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

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

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

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

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

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

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

d) Both Outreach staff are salaried positions with benefits and the 12-month costs shall be prorated accordingly. The Outreach Peer Advocate shall be paid \$14.00 an hour. The benefits shall be prorated accordingly.

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

ATTACHMENT 1  
 BUDGET 2013-2014  
 OUTREACH GRANT PROPOSAL  
 TO THE CITY OF BEVERLY HILLS  
 FY 2013-2014

BUDGET ITEMS	Annual Ongoing Amount
PROGRAM MANAGER/DIRECTOR OF SUPPORTIVE SERVICES 10% of \$86,000	\$ 8,600
1 FTE OUTREACH COORDINATOR 1 FTE @ \$3,166.67 PER MONTH	\$ 38,000
1 FTE OUTREACH PEER ADVOCATE .50 FTE @ \$2,791.66 PER MONTH supported by this contract	\$ 16,730
Benefits: FICA / SUI / W. Comp. / Medical /Dental / Life / Vision, etc. @ 25%	\$ 15,833
STAFF TRAINING: CPR/CRISIS INTERVENTION/ETC.	\$ 153
DSL + PHONE SERVICE@ \$83.34 PER MONTH	\$ 1,000
(1) CELL PHONE AND SERVICE COST @ \$60.00 PER MONTH	\$ 720
OFFICE SUPPLIES: HANDOUTS, BUSINESS CARDS, CONSUMABLE SUPPLIES \$62.50 PER MONTH	\$ 750
PROGRAM SUPPLIES: emergency information listed on them, and daily necessities for homeless - such as nutrition bars, socks and hygiene products \$35.00 PER MONTH	\$ 420
MILEAGE REIMBURSEMENT (for both outreach staff) estimated 50 miles per week plus parking expense.	\$ 2,000
ADMINISTRATION 7.00%	\$ 5,894
*Note Monthly expenses explanation will be adjusted to reflect correctly yearly budget totals	
<b>TOTAL PROGRAM BUDGET:</b>	<b>\$ 90,100</b>

EXHIBIT B

SCHEDULE OF PAYMENT

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



EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

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

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

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

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

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

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

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

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



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

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

R E C I T A L S

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

WHEREAS, City desires to provide community assistance funds for fiscal year 2013-2014 to continue to support the operation within the City of a valuable entity which provides food to agencies on the Westside of Los Angeles; and

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

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

Section 1. Fund Authorization. City authorizes the sum of Eighty Five Thousand and no/100ths Dollars (\$85,000) to be paid to Recipient for the fiscal year 2013-2014. Payment shall be made to Recipient in the amount of Twenty One Thousand Two Hundred Fifty and no/100ths Dollars (\$21,250) upon execution of this Agreement. Three additional payments of Twenty One Thousand Two Hundred Fifty and no/100ths Dollars (\$21,250) each will be paid on October 1, 2013, January 1, 2014 and April 1, 2014, if Recipient complies with the terms of this Agreement.

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

Section 3. Reports. Recipient shall furnish comprehensive quarterly progress reports to the Human Services Administrator (hereinafter "Administrator") on a form provided by City as to the operation of the Project, including the use of funds provided to Recipient by City, specific Project activities and/or changes and the relative benefit of the Project to residents, visitors and/or employees of the City. The first report shall be furnished to the Administrator by October 1, 2013. Additional reports shall be furnished on January 1, April 1, and July 1, 2014.

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

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

Section 6. Termination. The term of this Agreement shall be twelve (12) months commencing July 1, 2013, unless terminated earlier. City may terminate this Agreement, without cause, upon thirty (30) days written notice. If City elects to terminate the Agreement, Recipient shall not be entitled to any payments from City from the date of the notice of termination.

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, in the City of Beverly Hills, California.

CITY OF BEVERLY HILLS,  
a municipal corporation

\_\_\_\_\_  
JOHN A. MIRISCH,  
Mayor of the City of Beverly Hills, California

ATTEST:

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

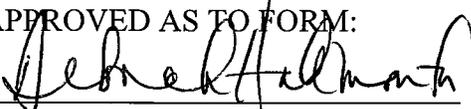
WESTSIDE FOOD BANK,  
a non-profit corporation

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

By: \_\_\_\_\_  
DAVID WISEN  
Chief Financial Officer

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

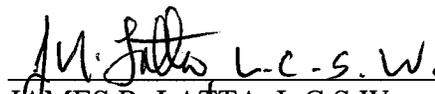
\_\_\_\_\_  
JEFFREY KOLIN  
City Manager



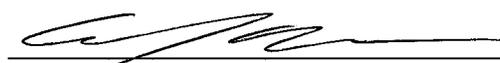
\_\_\_\_\_  
STEVEN ZOET  
Director of Community Services



\_\_\_\_\_  
DON RHOADS  
Director of Administrative Services/CFO



\_\_\_\_\_  
JAMES R. LATTA, L.C.S.W.  
Human Services Administrator



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

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

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

R E C I T A L S

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

WHEREAS, City desires to provide community assistance funds for fiscal year 2013-2014 to continue to support the operation within the City of a valuable entity which provides community mental health services; and

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

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

Section 1. Fund Authorization.

City authorizes the sum of Seventy-Five Thousand and no/100ths Dollars (\$75,000) to be paid to Recipient for the fiscal year 2013-2014. Payment shall be made to Recipient in the amount of Eighteen Thousand Seven Hundred Fifty and no/100ths Dollars (\$18,750) upon execution of this Agreement. Three additional payments of Eighteen Thousand Seven Hundred Fifty and no/100ths Dollars (\$18,750) each will be paid on October 1, 2013, January 1, 2014 and April 1, 2014, if Recipient complies with the terms of this Agreement.

Section 2. Use of Funds. Recipient shall use the community assistance funds to provide low-cost, individual, group and senior counseling for the Beverly Hills community.

Section 3. Reports. Recipient shall furnish comprehensive quarterly progress reports to the Human Services Administrator (hereinafter "Administrator") on a form provided by City as to the operation of the Project, including the use of funds provided to Recipient by City, specific Project activities and/or changes and the relative benefit of the Project to residents and/or visitors of the City. The first report shall be furnished to the Administrator by October 1, 2013. Additional reports shall be furnished on January 1, April 1, and July 1, 2014.

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

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

Section 6. Termination. The term of this Agreement shall be twelve (12) months commencing July 1, 2013, unless terminated earlier. City may terminate this Agreement, without cause, upon thirty (30) days written notice. If City elects to terminate the Agreement, Recipient shall not be entitled to any payments from City from the date of the notice of termination.

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, in the City of Beverly Hills, California.

CITY OF BEVERLY HILLS,  
a municipal corporation

\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor of the City of Beverly Hills, California

ATTEST:

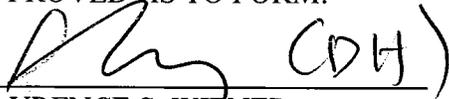
\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

THE MAPLE COUNSELING CENTER,  
a non-profit corporation

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

By:   
\_\_\_\_\_  
ANITA FRIEDMAN  
Corporate Secretary

APPROVED AS TO FORM:

  
LAURENCE S. WIENER  
City Attorney

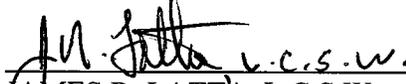
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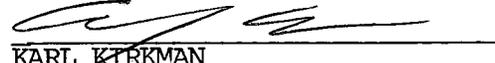
APPROVED AS TO CONTENT:

\_\_\_\_\_  
JEFFREY KOLIN  
City Manager

  
STEVEN ZOET  
Director of Community Services

  
DON RHOADS  
Director of Administrative Services/CFO

  
JAMES R. LATT, L.C.S.W.  
Human Services Administrator

  
KARL KIRKMAN  
Risk Manager

AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND  
PEOPLE ASSISTING THE HOMELESS (P.A.T.H.) FOR  
COMMUNITY ASSISTANCE FUNDS

THIS AGREEMENT is made and entered into in the City of Beverly Hills by and between the City of Beverly Hills, a municipal corporation ("City"), and People Assisting the Homeless (P.A.T.H.), a non-profit corporation ("Recipient").

R E C I T A L S

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

WHEREAS, City desires to provide community assistance funds for fiscal year 2013-2014 to continue to support the operation within the City of a valuable entity which provides services to homeless persons on the westside of Los Angeles; and

WHEREAS, Recipient is a non-profit corporation serving homeless persons on the Westside of Los Angeles ("Project").

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

Section 1. Fund Authorization. City authorizes the sum Seventy-Five Thousand and no/100ths Dollars (\$75,000.00) to be paid to Recipient for fiscal year 2013-2014. Payment shall be made to Recipient in the amount of Eighteen Thousand Seven Hundred Fifty and no/100ths Dollars (\$18,750) upon execution of this Agreement. Three additional payments of Eighteen Thousand Seven Hundred Fifty and no/100ths Dollars (\$18,750) each will be paid on October 1, 2013, January 1, 2014 and April 1, 2014, if Recipient complies with the terms of this Agreement.

Section 2. Use of Funds. Recipient shall use the community assistance funds to aid in its provision of services, including six (6) year-round interim/transitional housing beds (2,190 bed-nights) for homeless individuals referred by the City, comprehensive case management to help secure housing as quickly as possible and two (2) tenant-based Section 8 vouchers to provide affordable and permanent supportive housing in Los Angeles County.

Section 3. Reports. Recipient shall furnish comprehensive quarterly progress reports to the Human Services Administrator (hereinafter "Administrator") on a form provided by City as to the operation of the Project, including the use of funds provided to Recipient by City, specific Project activities and/or changes and the relative benefit of the Project to residents, visitors and/or employees of the City. The first report shall be furnished to the Administrator by October 1, 2013. Additional reports shall be furnished on January 1, April 1, and July 1, 2014.

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

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

Section 6. Termination. The term of this Agreement shall be twelve (12) months commencing July 1, 2013, unless terminated earlier as provided herein. City or Recipient may terminate this Agreement, without cause, upon thirty (30) days written notice.

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the City of Beverly Hills, California.

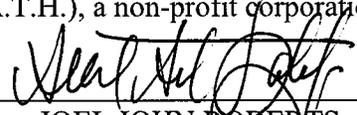
CITY OF BEVERLY HILLS,  
a municipal corporation

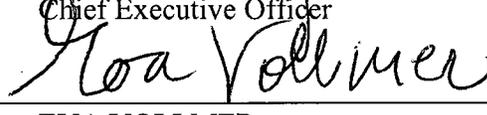
\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor of the City of Beverly Hills, California

ATTEST:

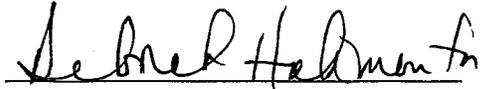
\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

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

By:   
\_\_\_\_\_  
JOEL JOHN ROBERTS  
Chief Executive Officer

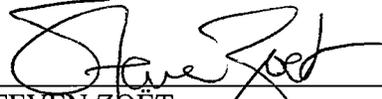
By:   
\_\_\_\_\_  
EVA VOLLMER  
Corporate Secretary

APPROVED AS TO FORM:

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

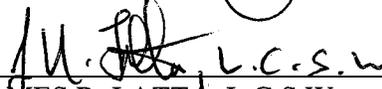
APPROVED AS TO CONTENT:

\_\_\_\_\_  
JEFFREY C. KOLIN  
City Manager



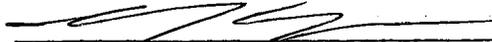
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STEVEN ZOËT  
Director of Community Services



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JAMES R. LATTA, L.C.S.W.  
Human Services Administrator



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KARL KIRKMAN  
Risk Manager