



AGENDA REPORT

Meeting Date: June 30, 2015
Item Number: E-22
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 (8)

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

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$225,000 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 \$225,000.

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 2010 U.S. Census data, there are over 11,000 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 45 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 fourth year.

FISCAL IMPACT

Funds have been budgeted and are available this purpose.

ITEM B. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND OFFICE DEPOT, INC. TO PROVIDE OFFICE SUPPLIES CITYWIDE; AND,

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$150,000 PER YEAR FOR THE SERVICES DESCRIBED

RECOMMENDATION

Staff recommends that the City Council approve the agreement and purchase order with Office Depot, Inc. to provide office supplies citywide.

INTRODUCTION

The City of Beverly Hills previously contracted with OfficeMax Inc. in 2010 to be the City's office supplies vendor. The City recently conducted a Request for Proposal (RFP) where vendors in this field were invited to bid for the City's business. As a result of this process, Office Depot, Inc. was the winning bidder of the RFP.

DISCUSSION

In recent years, the office supplies industry has consolidated to the point where there are currently only two nationwide brick and mortar retailers in the industry. OfficeMax - the City's previous office supplies vendor – was acquired by Office Depot in 2013, and the City has already effectively been working with Office Depot for the past 18 months.

Under this agreement, Office Depot will provide the City with office supplies for its everyday needs. Staff has negotiated preferential pricing with this vendor given the City's longstanding relationship as well as the volume of products it purchases.

FISCAL IMPACT

The agreement is not to exceed three years with the option to extend the agreement for two additional one year terms with an annual maximum payment of \$150,000.

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

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$120,500 FOR 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 \$120,500.

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. In 2014, 205 of the Center's 1,722 ongoing clients who received services were either residents of Beverly Hills or employees of Beverly Hills businesses. These numbers include people of all ages. In the 2013/14 school year, TMCC served 2,969 children in the Community Circle program throughout BHUSD.

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. 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 D. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CINTAS CORPORATION #426 FOR RENTAL SERVICE OF UNIFORM, LINENS AND MATS; AND,

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$106,000 PER YEAR FOR THE SERVICES DESCRIBED

RECOMMENDATION

Staff recommends that the City Council approve the agreement and purchase order with Cintas Corporation #426 for uniform, linen and mats rentals and related services.

INTRODUCTION

Cintas has been the City's provider for uniform, linen and mat rentals for the past five years. After an extensive Request for Proposal (RFP) process, Cintas once again secured the winning bid to remain the City's vendor for rentals of uniforms, linens and mats.

DISCUSSION

Cintas provides their uniform, linen and mat rental services to various City departments including Police, Fire, Community Development, Community Service and Public Works. The vendor's services allow uniformed City staff to maintain a neat and professional appearance while they provide services to the community in their daily duties.

FISCAL IMPACT

The agreement is not to exceed three years with the option to extend the agreement for two additional one year terms with an annual maximum payment of \$106,000.

ITEM E. APPROVAL OF AN AGREEMENT BETWEEN THE 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 \$95,000 FOR CONTINUATION OF SERVICES DESCRIBED

RECOMMENDATION

Staff recommends City Council move to approve an agreement with P.A.T.H. for continuation of community assistance grant funding and to approve a purchase order in the not to exceed amount of \$95,000.

INTRODUCTION

People Assisting the Homeless (P.A.T.H.) has more than 31 years of experience providing outreach, housing and supportive services for the homeless. PATH has been serving homeless individuals in Beverly Hills since 1994. P.A.T.H.'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 P.A.T.H. 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.

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

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$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 the Changing Lives and Sharing Places (C.L.A.S.P) program and approve a purchase order in the not to exceed amount of \$90,100.

INTRODUCTION

Step Up on Second is a nationally recognized social service agency that delivers compassionate support to people experiencing serious mental illness to help them recover, stabilize, and integrate into the community. The contract provides for an outreach/case management team trained to work with homeless individuals with serious, persistent mental illness who comprise the majority of the City's homeless population. The team evaluates, assesses and refers for services those individuals identified as homeless and/or in need of community mental health support services.

DISCUSSION

The C.L.A.S.P program, established in 2008, is the foundation of Beverly Hills' social service safety net to meet the needs of homeless individuals challenged by serious and persistent mental illness. The outreach team is field-based and spends their time engaging individuals who are long-term homeless in Beverly Hills' as well as individuals new to the area, before they anchor in the City's streets and parks. Local residents and businesses continue to express concern about the impact of homelessness on the City's quality of life; individuals living outside use public parks, public bathrooms and public right of ways in a manner that can impede access, cleanliness and usability for the community-at-large. The C.L.A.S.P program is a way for the City to balance the needs of the community-at-large with those of individuals who require supportive services to recover and stabilize.

FISCAL IMPACT

Funds have been budgeted and are available for this purpose.

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

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$90,000 FOR CONTINUATION OF SERVICES DESCRIBED

RECOMMENDATION

Staff recommends City Council move to approve an agreement with Westside Food Bank (WSFB) for continuation of community assistance grant funding and approve a purchase order in the not to exceed amount of \$90,000.

INTRODUCTION

The WSFB 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 who benefit by both addressing the problems of poor nutrition, especially in children, and stretching dollars to maintain existing housing.

DISCUSSION

The City of Beverly Hills has provided community assistance grant funding to 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. In 2014, the number of food-seeking visits made to pantries served was 88% 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.

The number of Beverly Hills residents who receive food from the agencies served is not reported. However, the portion of the WSFB service area that includes Beverly Hills and the immediate surrounding community is the area where food assistance is growing most rapidly. The fastest growing member pantry is SOVA-West ("eat and be satisfied" in Hebrew) in the Pico-Robertson neighborhood, a quarter-mile from Beverly Hills. In addition, WSFB works with a group of local agencies, including the Red Cross, on disaster preparedness so that the social service network is prepared to provide timely essential services to residents in the event of a disaster such as an earthquake or pandemic flu.

FISCAL IMPACT

Funds have been budgeted and are available for this purpose.

ITEM H. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND STEP UP ON SECOND FOR A HOMELESS OUTREACH AND STABILIZATION TEAM IN SUPPORT OF CITY'S CHANGING LIVES AND SHARING PLACES ("CLASP") PROGRAM FOR COMMUNITY ASSISTANCE FUNDS; AND,

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$60,000 FOR SERVICES DESCRIBED

RECOMMENDATION

Staff recommends City Council move to approve an agreement with Step Up On Second to provide resources to the CLASP team and approve a purchase order in a not to exceed amount of \$60,000.

INTRODUCTION

Step Up on Second is a nationally recognized social service agency that delivers compassionate support to people experiencing serious mental illness to help them recover, stabilize, and integrate into the community. The agreement augments existing homeless case management and engagement services by providing mental health, physical and housing resources for the most vulnerable unsheltered individuals within the City.

Supplemental services include a licensed mental health professional to provide assessments and evaluations for mental health triage and care, access to healthcare professionals including a physician, nurse and a psychiatrist, advocacy for Services Area 4 for clients, and permanent supportive housing linkage and placement in the Coordinated Entry System (CES).

DISCUSSION

The CLASP program, established in 2008, is the foundation of Beverly Hills social service safety net for homeless individuals challenged by serious and persistent mental illness. The outreach team is field-based and spends their time engaging individuals who are long-term homeless in Beverly Hills' as well as individuals new to the area, before they anchor in the City's streets and parks.

Local residents and businesses continue to express concern about the impact of homelessness on the City's quality of life; individuals living outside use public parks, public bathrooms and public-right-of ways in a manner that can impede access, cleanliness and usability for the community-at-large.

The CLASP program is a way for the City to balance the needs of all community members including those who require supportive services to recover and stabilize by providing outreach, engagement and transitional housing for homeless individuals in Beverly Hills.

FISCAL IMPACT

Funds have been budgeted and are available for this purpose.


Noel Marquez
Approved By _____

ITEM B - Office Depot
Council will be advised if agreement is not signed by Tuesday, June 30, 2015.

ITEM D - Cintas
Council will be advised if agreement is not signed by Tuesday, June 30, 2015.

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 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 2015-2016 to continue to support the operation within the City of a valuable human service entity that provides a care management program and homecare support services/emergency purchase of services for seniors ("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 Two Hundred Twenty Five Thousand Dollars (\$225,000.00) to be paid to Recipient for the fiscal year 2015-2016. Payment shall be made to Recipient in the amount of Fifty Six Thousand Two Hundred and Fifty Dollars (\$56,250.00) upon execution of this Agreement. Three additional payments of Fifty Six Thousand Two Hundred and Fifty Dollars (\$56,250.00) each will be paid on October 1, 2015, January 1, 2016 and April 1, 2016, 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 (\$130,000.00), and Homecare Support Services/Emergency Purchase of Services (\$95,000.00). Recipient shall perform all the services set forth in the Project Description, Exhibit A, attached hereto and incorporated herein by this reference.

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, 2015. Additional reports shall be furnished on January 1, April 1, and July 1, 2016.

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, 2015, 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 _____, 2015, in the City of Beverly Hills, California.

CITY OF BEVERLY HILLS,
a municipal corporation

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

JEWISH FAMILY SERVICE,
a non-profit corporation

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

By: Todd Sosna
TODD SOSNA
Senior Vice President

[Signatures Continue]

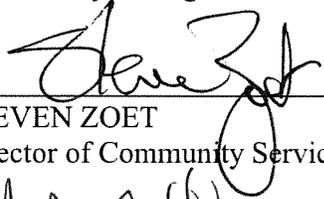
APPROVED AS TO FORM:



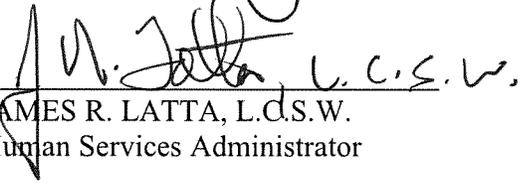
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
Interim City Manager



STEVEN ZOET
Director of Community Services



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



KARL KIRKMAN
Risk Manager

**CITY OF BEVERLY HILLS
SENIOR CASE MANAGEMENT PROGRAM
JULY 1, 2015 - JUNE 30, 201**

EXHIBIT A: PROJECT DESCRIPTION

PURPOSE AND BENEFICIARIES

The purpose of the project is to provide a comprehensive approach to the physical and mental health care of frail City adults age 55 years of age and older (seniors), assisting them to remain in their homes and thereby avoiding premature institutionalization. The program will mainly benefit low- and moderate-income seniors.

CONTENT AND OPERATION

Jewish Family Service of Los Angeles, 3580 Wilshire Boulevard, Suite 700, Los Angeles, California 90010 ("Recipient"), will provide, under the supervision of City, all labor, administrative support, community outreach, determination of eligibility, facilities, and documentation necessary for development and implementation of a senior case management program for City seniors in all Census Tracts in the City, including Census Tracts 7006, 7007, 7008, 7009.01, 7009.02 and 7010.

The program will consist of assessing clients' needs, preparing care plans, coordinating service delivery and follow-up to ensure adequate care delivery, and monitoring of changing client needs.

Recipient shall coordinate with the staff at the Roxbury Park Community Center in City in the design and implementation of services offered at the Community Center.

The following activities will be included in the Scope of Services provided by Recipient under Agreement to City.

A. Community Outreach

A written plan for community outreach and program publicity shall be developed by Recipient.

Any/all public information materials shall be submitted for review to the City's Human Services Administrator/Housing and Development, or his designee, with approval of the content and method of distribution required prior to release.

Print Media Releases: print media releases such as flyers, brochures, press releases, etc., will be prepared, printed, and distributed online and through the mail to the news and community affairs media and to public and private community service centers in the area.

Cable Television: public information releases for Community Cable TV, or other nonprint media, may be developed.

Presentations: a program of presentations designed to engender awareness of the program in groups whose members may be potential beneficiaries, such as the Beverly Hills Active Adult Club, or who may be able to further communicate the availability of the program, such as the City Council, tenant groups, apartment and homeowners' associations, geriatric and patient discharge units of area hospitals, etc., shall be developed and implemented.

B. Housing Clinic

Recipient staff shall be available for up to four hours each month to provide one-on-one assistance to City residents who need assistance developing an individualized housing plan. Trained staff will support residents by identifying affordable housing options, completing applications, advocacy, and identifying benefits available to residents such as renters rights, legal counsel from Bet Tzedek Legal Services and other pertinent community resources. The availability of this individualized assistance will be included in monthly community education and outreach events to inform the City community about resources available to them related to housing and other services offered by Recipient.

C. Provision of Services, Determination of Eligibility, Development of a Care Plan and Follow-Up

Telephone services shall be provided at the Pico/Robertson office five days a week, Monday through Thursday from 8:30 a.m. to 5:00 p.m. at the identified address and telephone number and Friday from 8:30 a.m. to 3:30 p.m. Walk-in service, without an appointment, will be available, and will be made available at designated times. Services will be available by appointment at other times. A case worker will have hours available at Roxbury Park or another campus location as determined by City on Monday mornings. Potential applicants who make inquiries about the program shall be counseled over the telephone or in person at the Recipient Pico/Robertson office, at the Roxbury Center, or at the applicant's home, if necessary. Potential applicants will be counseled about the nature of the program and advised of eligibility requirements and all pertinent application and other procedures. Informational materials shall be mailed upon request.

Eligible applicants shall be limited to persons who are City residents at the time they apply to the program and who are 55 years of age or older. Proof of a client's age and residency must be in the client's file. Proof may consist of a copy of identification indicating age plus a copy of a utility bill showing the client's name and address, or an affidavit signed by the social worker that the client meets the eligibility criteria. Income levels shall be determined by information provided by the applicant on the intake/application form. The intake form shall be submitted by the Recipient for review by the City Human Services Administrator.

A caseworker (geriatric social worker) shall provide case management services on behalf of City, handling cases involving City residents. The caseworker must have a Masters Degree in Social Work (MSW) or be a Marriage and Family Therapist (MFT) and preferably be licensed in their field, or working toward that license. The caseworker shall

complete an intake form for each interested, eligible Beverly Hills' senior. A psychosocial assessment of the client shall be made at the caseworker's discretion.

The caseworker shall develop a care plan outlining the client's circumstances and the services to be provided by City, or by other service providers to which the client will be referred. The care plan shall be developed and implemented with the fullest participation of the client's family members as is appropriate and possible. The caseworker will visit the client's home as frequently as warranted, and it is expected that at least one visit to the client's home will occur during the needs assessment process, unless the circumstances prevent in-home visits. Specific services that shall be provided by Recipient as part of the care plan shall include but not be limited to:

- Arranging and coordinating personal care assistance in the home;
- Arranging and coordinating housekeeping assistance in the home;
- Assistance with mail and other correspondence;
- Arranging home delivered meals;
- Communication with family members;
- Referrals to, and consultation with, professionals as appropriate, including, but not limited to medical, dental, legal, etc.;
- Linkage with transportation services as appropriate;
- Linkage with social activities;
- Arranging for telephone reassurance, or friendly visitors;
- Arranging aid in household moving in the event of eviction, possibly including referral to the County Adult Protective Services;
- Referrals for more extensive counseling services.

D. High Risk Intervention Team

For City residents who are at risk of eviction from their current residence or who pose a safety risk to themselves or the community because of mental illness or cognitive impairment, Recipient will provide intensive person-centered supportive services that address the complex issues faced by these vulnerable older adults. An experienced Recipient case manager will conduct a thorough biopsychosocial assessment of the older adult, identify risk factors, personal resources and comprehensive needs. The case manager will convene the team, which may include the client's physician, health care professionals, family members and representatives from relevant city departments (ie. Police, Fire, Community Services, Housing, Building and Safety). Together the team will devise a plan to address the client's safety in the least restrictive environment possible. This will be a time-limited, high intensity service; after 8 weeks Recipient shall consult with City's Community Services Department to determine if the situation has stabilized.

E. Homecare Support Services/Emergency Purchase of Services

In addition to the above essential services, Recipient shall provide the following services, shall include, but are not limited to:

- Providing homecare to assist clients who experience difficulties getting through their day in order to provide support so that clients can Age in Place and remain independent and safe within the community – reducing the risk of premature institutionalization.
- Expanding the food voucher program to meet the expanding needs of the community to meet the expanding needs of the community.
- Coordinating home repair services to ensure the safety of frail clients who do not qualify for other available resources.
- Arranging for additional taxi vouchers to assist clients with transportation resources to medical and other needed appointments.
- Offering assistance, based on significant need, with Medical and Dental assistance for seniors.
- One time only rent assistance to ensure housing retention and prevent evictions and reduce the risk of homelessness.
- One time only financial assistance with utilities and assist with development of a sustainability plan to reduce the risk of further debt which directly impacts housing retention.
- One time only assistance with moving expenses to assist clients who will be relocating to affordable and sustainable housing such as a lower cost apartment or to an assisted living/or nursing home.
- Professional assistance with excessive cluttering and unsanitary living situations. Identification of clients at risk for losing housing as a result of cluttering and hoarding and make interventions which may include coordination of assistance from an organizing specialist or assistance with deep cleaning and clutter/trash removal. This also prevents possible evictions due to such conditions.
- Holiday assistance with food and needed household or personal items to approximately 40 clients without family or funds.
- Additional assistance for identified Holocaust survivors who have either exhausted their services through the Claims Conference or who may not be eligible for Claims Conference funds but who require assistance with homecare and other services.

F. Emergency Services:

Recipient is not an emergency service provider, but shall make every effort to avert crises before they occur through close monitoring of case management clients. Clients shall be provided with a list of emergency telephone numbers and caseworkers shall refer clients in need of emergency services to the appropriate agencies.

Funds from the Community Assistance Grants Fund (CAGF) will provide, in part, at least ten (10) Emergency Response System (ERS) units. An ERS unit is a device that is located in the senior's home, and through the telephone, is connected to a central

emergency location. If the senior needs emergency medical assistance, he or she can simply press a button that is worn by the senior on a bracelet or necklace. The ERS will summon an ambulance to assist the senior.

The caseworker is responsible for follow-up of the care plan to ensure that services, as specified in the plan, are performed for the client. Follow-up may include seeing that appointments are kept, prescriptions filled, housekeeping services adequately discharged, etc.

If the program does not appear to meet the needs of a person being interviewed, that person shall be referred to appropriate service agencies.

G. Bilingual Services

In recognition of the substantial population of Persian seniors and their families who live in City and find it particularly difficult to access services due to language difficulties, the Pico-Robertson Center's Farsi/English-speaking caseworker will provide supportive services that are culturally appropriate and bilingual.

H. Documentation and Reports

Quarterly fiscal reports, including a quarterly statement, documentation of expenditures for the preceding month, and a request for the next month's financial advance shall be submitted to the City by the fifteenth working day of each month on forms approved by the City. All expenditures must be fully documented by receipt, time records, invoices, canceled 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 behalf of City and the amount charged to City account for each of these employees.

Quarterly program reports shall be submitted to City by the ninth working day of each month and shall include a narrative summary and the following information for each new or newly recertified client:

Client Identification Number

Census Tract (screened for Beverly Hills residency)

Age

Sex

Ethnicity AND Race

Household Income Category (Low, Very Low, Above Low)

Number of Persons in household

Owner or Renter

Client Status (new or recertified)

Referral Source

Clients shall be classified as "new," or "recertified." "Recertified" will be used to signify those ongoing clients renewed each July to ensure income eligibility. All clients who have not been "terminated" will be considered current clients. Clients who are "terminated" and subsequently seek services shall be considered new clients.

The quarterly program report shall include a monthly client service form indicating the frequency and nature of services provided to clients. The form and categories of services shall be developed with and reviewed for approval by the City Human Services Administrator, or his designee. The quarterly program report shall also note the number of program inquiries.

A client file will be kept for each applicant and shall include a completed intake/application form, care plan, any client assessment, ongoing client monitoring, and any other information pertinent to that person's care.

I. Monitoring

All program and financial files pertaining to this Agreement shall be available to City on an as-needed basis, upon request.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND OFFICE DEPOT, INC. TO PROVIDE OFFICE
SUPPLIES CITYWIDE

NAME OF VENDOR:	Office Depot, Inc.
RESPONSIBLE PRINCIPAL OF VENDOR:	Todd Sawyer, Inventory Development Manager
VENDOR'S ADDRESS:	3500 W. Olive Avenue, Suite 300 Burbank, CA 91505
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: Don Rhoads, Director of Administrative Services/Chief Financial Officer
COMMENCEMENT DATE:	July 1, 2015
TERMINATION DATE:	June 30, 2018
CONSIDERATION:	Not to exceed the amount set forth in City- approved purchase orders

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
OFFICE DEPOT, INC. TO PROVIDE OFFICE SUPPLIES
CITYWIDE

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and OFFICE DEPOT, INC. (hereinafter called "VENDOR").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Scope of Work. VENDOR 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 VENDOR 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.

(a) VENDOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. VENDOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

(b) The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Consideration. CITY agrees to compensate VENDOR for the office supplies CITY orders pursuant to authorized purchase orders, and VENDOR delivers to CITY, at the discounted rates set forth in Exhibit B, attached hereto and incorporated by this reference.

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

Section 5. Independent Contractor. VENDOR 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 VENDOR or any of VENDOR's employees, except as herein set forth. VENDOR 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 VENDOR without the prior written approval of CITY. Any attempt by VENDOR 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) VENDOR's Responsible Principal set forth above shall be principally responsible for VENDOR's obligations under this Agreement and shall serve as principal liaison between CITY and VENDOR. Designation of another Responsible by VENDOR 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. VENDOR represents that it has, or shall secure at its own expense, all personnel required to perform VENDOR'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. VENDOR 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 VENDOR. VENDOR 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 VENDOR.

Section 11. Insurance.

(a) VENDOR 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 VENDOR.

(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 VENDOR in performing the Scope of Work required by this Agreement.

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

(b) VENDOR 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) VENDOR 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 VENDOR's expense, the premium thereon.

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

(f) The insurance provided by VENDOR 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, VENDOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or VENDOR shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. VENDOR 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 VENDOR or any person employed by VENDOR 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 VENDOR. VENDOR 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 VENDOR, VENDOR shall be paid based on the work satisfactorily performed at the time of termination. In no event shall VENDOR be entitled to receive more than the amount that would be paid to VENDOR for the full performance of the services required by this Agreement. VENDOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

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

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

Section 16. Records and Inspections. VENDOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 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. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by VENDOR must be made in writing and approved by both parties.

Section 18. 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.

All notices pertaining to this Agreement shall be in writing and addressed as follows:

If to VENDOR: Office Depot, Inc.
3366 East Willow Street
Signal Hill, CA 90755
Attn: Sue Esplin, District Sales Manager

If to CITY: City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210
Attn: Deputy Director of Finance Administration

Section 19. 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 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and VENDOR, 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 VENDOR.

Section 21. 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 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than VENDOR.

Section 24. 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 _____ 201____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

VENDOR :
OFFICE DEPOT, INC.

TIM BURDETT
West Region Vice President

JOHN LANDER
Senior Vice President, North America Field
Sales

APPROVED AS TO FORM

APPROVED AS TO CONTENT

LAURENCE S. WIENER
City Attorney

MAHDI ALUZRI
Interim City Manager

DON RHOADS
Director of Administrative Services/Chief
Financial Officer

[Signatures continue]

KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

VENDOR agrees to deliver to CITY office supplies CITY orders at discounted rates, otherwise known as "Contract Items" set forth in Exhibit B. All contract items shall be priced at a 31% discount from the printed or online catalog price list.

VENDOR shall assist CITY in finding office supplies not found in the printed or online catalog at no additional cost.

VENDOR shall submit a monthly report to CITY for the office supplies ordered during the prior month for review and analysis.

EXHIBIT B

DISCOUNTED RATES

CITY shall purchase office supplies at the following rates. Additional items as mutually agreed upon by the parties.

ITEM DESCRIPTION	UNIT PRICE
10-DIGIT DESKTOP CALCULATOR - 0M96122 - 5" W X 6" D X 1/2" H	8.26
3M - POST-ITC) 1/2" COLOR-CODING FLAGS - ASSORTED, BONUS PACK, 1/2" FLAGS AND 1/2" ARROWS	6.46
3M - POST-IT® FLAGS BONUS PACK - ASSORTED, 4 PACKS OF 50 FLAGS, 1", BONUS DISPENSER	6.61
3M - POST-ITO SIGNATURE FLAG SET - ASSORTED, 80, 1/2" X 1.7"	2.50
SANDISK CRUZER MICRO B USB FLASH DRIVE - BLACK - 4GB	4.62
TOSHIBA - USB 2.0 FLASH DRIVES - 4GB	10.11
ACCO - PRESSTEXO SIDE HINGE REPORT COVERS - LIGHT BLUE, 11" X 8-1/2"	1.07
ACCO - PRESSTEXO/TOP HINGE PRESSBOARD REPORT COVERS - BLACK; PRESSTEXC), 11" X 8-1/2"	3.46
ALKALINE BATTERIES - BULK - AAA, 48/CARTON	21.59
ALKALINE COPPERTOP BATTERIES - AA, ALKALINE, 8/PACK	6.34
AT-A-GLANCE - REFILLABLE DESK PAD CALENDAR WITH TWO-COLOR PRINTING AND FUTURE PLANNING - 22" X 17", WHITE, RED/BLACK, JAN-DEC '	1.98
AVERY - DURABLE VIEW BINDERS WITH SLANT RINGS - BLACK, 11" X.8-1/2", 2"	5.46
AVERY - EASY PEEL CLEAR MAILING LABELS BY AVERY - CLEAR, 2" X 4", 10 LABELS/SHEET, 500 LABELS/BOX, SHIPPING	29.89
AVERY - ECOFRIENDLY LABELS - WHITE, 1" X 2.5/8", ADDRESS LABEL, 30 LABEL/SHEETS, 3000 LABELS/BOX	25.39
AVERY - WHITE MAILING LABELS BY AVERY - WHITE, 1" X 2-5/8", 30 LABELS/SHEET, 3000 LABELS/BOX	21.73

ITEM DESCRIPTION	UNIT PRICE
WHITE MAILING LABELS WHITE, 1" X 2-5/8", 30 LABELS/SHEET, 3000 LABELS/BOX	7.30
BLACK BINDER CLIPS - MEDIUM, 1-1/4", 5/8", BLACK, 24/PACK	1.37
BLACK BINDER CLIPS - SMALL, 3/4" W, 3/8", BLACK, 144/BOX	3.11
SILVER BINDER CLIPS - ASSORTED, 30/PACK-	2.75
BROWN KRAFT CLASP ENVELOPES - 9" X 12", KRAFT BROWN, 32 LB.	9.46
CARDINAL BRANDS - EASYOPEN™ CLEARVUE™ LOCKING ROUND RING BINDERS - WHITE, 11" X 8-1/2", 2"	2.48
CLASP ENVELOPES - 10" X 13", 100/BOX, 5 BOXES/CARTON, 28 LB.	8.51
CLASSIC WOODCASE PENCILS - YELLOW, UN-SHARPENED, NO. 2.5 MEDIUM FIRM	1.61
COMMERCIAL ADJUSTABLE 2 - 3 HOLE PUNCHES - 20 LB., 11 SHEETS, 11-1/4" W X 2-1/4" H X 2-1/4" D, 2 TO 3, BLACK	4.63
COMMERCIAL TWO-HOLE PUNCH - 20 LB., 20 SHEETS, 2, BLACK	3.74
CORRECTION TAPE - 1/6" W X 394" L, TAPE TAPE, CORRECTION, CA	3.33
CORRECTION TAPE - WHITE, 1/5" W X 472" L, PEN, 6/PACK, TPE, TWO WAY CORRECT, 6/PK	5.75
DESK STAPLERS - BLACK, 25 SHEETS	3.74
DURACELL - ALKALINE COPPERTOP BATTERIES - AA, ALKALINE, 8/PACK	6.34
DURACELL - COPPERTOP ALKALINE BATTERIES - BULK - AAA, 48/CARTON	21.59
ELMER'S - EXTRA-STRENGTH GEL OFFICE GLUE STICKS - 0.88 OZ., GEL, 12/PACK	5.67
EVEREADY® ALKALINE BATTERIES - AA, 24/PACK	15.70
EXPO - DRY ERASE ORGANIZER KIT - LOW ODOR - ASSORTED, CHISEL, STANDARD	8.15
EXPO - LOW-ODOR DRY-ERASE STARTER SET - BLACK, BLUE, GREEN AND RED, CHISEL, 4/SET	6.53

EXHIBIT B

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ITEM DESCRIPTION	UNIT PRICE
LEADS - 0.5MM, HB, 12/TUBE, PREMIUM LEAD	.46
MANILA FILE FOLDERS - MANILA, LETTER, 11-5/8" W X 9-1/2" H, 1/3 CUT, ASSORTED, 100/BOX	6.63
MECHANICAL PENCILS - BLACK, 0.5MM	2.33
MECHANICAL PENCILS - WITH GRIPS - ASSORTED, 0.7MM, 48/PACK	5.95
MINI USB FLASH DRIVES - 4GB	4.62
NATURAL WOODCASE PENCILS - NATURAL WOOD, 96/PACK	4.78
PAPER MATE - CLASSIC WOODCASE PENCILS - YELLOW, UN-SHARPENED, NO. 2.5 MEDIUM FIRM	1.75
PAPER MATE - SHARPWRITER® MECHANICAL PENCIL - YELLOW, BLACK, 0.7MM, DISPOSABLE	3.40
PENTEL - HI-POLYMER® SUPER LEADS - 0.5MM, HB, 12/TUBE, PREMIUM LEAD	.46
PENTEL - SHARPLET-2® MECHANICAL PENCILS - BLACK, BLACK, 0.5MM	.68
POCKET MEMO BOOKS - 4" X 8", 4 BOOKS/PACK, ASSORTED, GREGG RULE	10.02
POCKET-STYLE HIGHLIGHTERS - 4-COLOR SET - ASSORTED: FLUORESCENT	2.78
QUALITY PARK - KRAFT, CAMEO BUFF, WHITE WOVE AND EXECUTIVE GRAY CLASP ENVELOPES - 9" X 12", KRAFT BROWN, 32 LB., 90	13.42
QUICK-LOAD TOP/SIDE LOAD HEAVYWEIGHT POLY SHEET PROTECTORS - 11" X 8-1/2"	1.86
RECYCLED COLORED HANGING FILE FOLDERS	6.92
RECYCLED KRAFT TOP TAB FOLDERS WITH FASTENERS	20.57
RECYCLED MANILA FILE FOLDERS	7.74
RULED PERFORATED PADS - STANDARD - CANARY, 8-1/2" X 11", 50 SHEETS/PAD, LEGAL RULE	6.13
SAMSILL - DXL™ TOP PERFORMANCE® VINYL VIEW BINDERS - BLACK, 11-1/4" X 9-3/4" INDEX, 2"	2.52

EXHIBIT B

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ITEM DESCRIPTION	UNIT PRICE
SHARPIE ACCENT - POCKET-STYLE HIGHLIGHTERS - 4-COLOR SET	2.48
SHARPIE ACCENT - TANK-STYLE HIGHLIGHTERS - FLUORESCENT	2.78
SONY - CD-R - 700MB/80 MIN., 48X, 100, BRANDED	12.89
SOUTH COAST PAPER - CLASP ENVELOPES - 10" X 13", KRAFT, 100/BOX, 5 BOXES/CARTON, 28 LB.	8.51
STANDARD STAPLE REMOVER - BLACK	.39
STANDARD STAPLES 210 - 1/4" LEG, 20 SHEETS, 15,000/PACK, 3/PACK	1.10
STENO NOTEBOOKS - COVER: PINK, PAPER: PINK, 80 SHEETS/PAD	4.52
SWINGLINE - COMMERCIAL ADJUSTABLE 2 - 3 HOLE PUNCHES - 20 LB., 11 SHEETS, 11-1/4" W X 2-1/4" H X 2-1/4" D, 2 TO 3, BLACK	10.96
SWINGLINE - COMMERCIAL TWO-HOLE PUNCH - 20 LB., 20 SHEETS, 2, BLACK	7.30
SWINGLINE - OPTIMA™ DESK STAPLERS - BLACK, 25 SHEETS	25.31
TOMBOW • MONO® CORRECTION TAPE - CANARY, 1/6" W X 394" L, TAPE TAPE, CORRECTION,CA	3.33
TOPS - DOCKET® RULED PERFORATED PADS - STANDARD - CANARY, 8-1/2" X 11", 50 SHEETS/PAD, LEGAL RULE	19.11
UNI-BALL - 207 GEL ROLLER BALL - TRANSLUCENT, BLACK, 0.5MM	14.99
UNI-BALL - SIGNO GEL RT RETRACTABLE ROLLER BALL PENS - TRANSLUCENT/BLUE GRIP, BLUE, 0.38MM	20.21
UNIVERSAL - 6-PACK 2-WAY CORRECTION TAPE - WHITE, 1/5" W X 472" L, PEN, 6/PACK, TPE, TWO WAY CORRCT, 6/PK	5.75
GRAY CLASP ENVELOPES - 9" X 12", BROWN, 32 LB., 90	7.95
UNIVERSAL - BROWN KRAFT CLASP ENVELOPES - 9" X 12", KRAFT BROWN, 32 LB.	13.42
VINYL VIEW BINDERS - [MACK, 11-1/4" X 9-3/4" INDEX, 2"	2.52
WHITE MAILING LABELS BY WHITE, 1" X 2-5/8", 30 LABELS/SHEET, 3000 LABELS/BOX	7.30
WHITE WOVE PAPER CD/DVD SLEEVES - 4-7/8" H X 5" W, 100/BOX,	2.23

EXHIBIT B

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ITEM DESCRIPTION	UNIT PRICE
WHITE	

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

ADDRESS

A.

B.

C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS 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"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION					

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

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

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

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

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

DATE : _____ BY : _____

 Authorized Insurance Representative

AGENCY : _____ TITLE : _____

 Address : _____

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 2015-2016 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 One Hundred Twenty Thousand Five Hundred and no/100ths Dollars (\$120,500) to be paid to Recipient for the fiscal year 2015-2016. Payment shall be made to Recipient in the amount of Thirty Thousand One Hundred Twenty Five and no/100ths Dollars (\$30,125) upon execution of this Agreement. Three additional payments of Thirty Thousand One Hundred Twenty Five and no/100ths Dollars (\$30,125) each will be paid on October 1, 2015, January 1, 2016 and April 1, 2016, 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, 2015. Additional reports shall be furnished on January 1, April 1, and July 1, 2016.

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, 2014, 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.

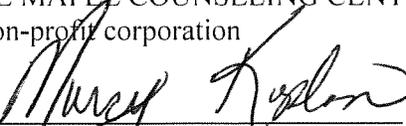
CITY OF BEVERLY HILLS,
a municipal corporation

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

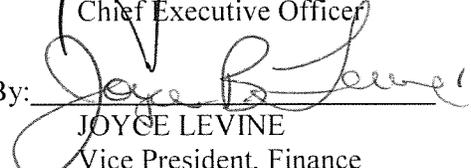
ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

THE MAPLE COUNSELING CENTER,
a non-profit corporation

By: 

MARCY KAPLAN, MSW
Chief Executive Officer

By: 

JOYCE LEVINE
Vice President, Finance

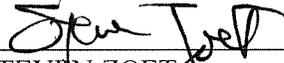
APPROVED AS TO FORM:



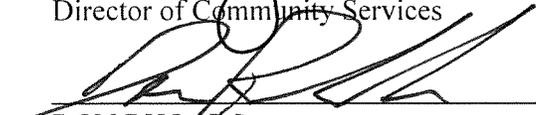
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

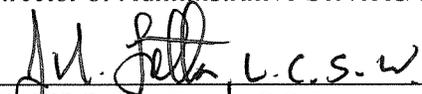
MAHDI ALUZRI
Interim City Manager



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 THE CITY OF BEVERLY HILLS AND CINTAS CORPORATION #426 FOR RENTAL SERVICE OF UNIFORM, LINENS AND MATS

NAME OF CONTRACTOR: Cintas Corporation #426

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Daniel Escobedo, Service Manager
Western Group Sales

CONTRACTOR'S ADDRESS: 711 Hawaii Street
El Segundo, CA 90245

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Don Rhoads
Director of Administrative Services/
Chief Financial Officer

COMMENCEMENT DATE: July 1, 2015

TERMINATION DATE: June 30, 2018, unless extended pursuant to
Section 2 of the Agreement

CONSIDERATION: Not to exceed the amount set forth in City's
Purchase Orders at the rates set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CINTAS CORPORATION #426 FOR RENTAL SERVICE OF UNIFORM, LINENS AND MATS

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Cintas Corporation #426 (hereinafter called "CONTRACTOR").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner 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 CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

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

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses. The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. 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. Unless otherwise provided for herein, CONTRACTOR shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B.

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

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR 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) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible by CONTRACTOR shall not be made without prior written consent of CITY.

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

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

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

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

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, 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 CONTRACTOR.

(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 CONTRACTOR in performing the Scope of Work required by this Agreement.

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

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

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

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

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

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

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

Section 12. Indemnification. CONTRACTOR 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 CONTRACTOR or any person employed by CONTRACTOR 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 CONTRACTOR. CONTRACTOR 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 CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

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

Section 15. 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 CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

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 CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 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 CONTRACTOR.

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 _____ 201__, at
Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

CONTRACTOR: CINTAS CORPORATION
#426

MICHAEL HICKS
Vice President – Western Group

MIKE HANSEN
Senior Controller

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
Interim City Manager

DON RHOADS
Director of Administrative Services/
Chief Financial Officer

KARL KIRKMAN
Risk Manager

EXHIBIT A SCOPE OF WORK

CONTRACTOR shall provide to CITY for rental the following uniforms and linens, in accordance with the specifications set forth in this Exhibit.

A. Uniform Specifications.

1. Fitting. A representative of the CONTRACTOR will measure each employee to assure correctness of fit at locations designated by the CITY upon a day or days mutually agreed upon for the initial order. After the initial order, CONTRACTOR shall also measure and outfit any newly eligible employee upon the request of the CITY. All uniforms provided upon commencement of this Agreement as well as those provided after the initial order, shall be new.

2. Materials. All cloth used in all garments to be furnished to CITY shall be of a vat-dyed Sanforized 65% Dacron polyester/35% combed long staple cotton blend, crease resistant, sun-proof and fade-proof. All sewing thread shall be polyester. All sizes shall adhere to national standards.

3. Style.

a. Shirts. Shirts shall be constructed to sports style with plain front, single needle construction, with a 4 convertible, medium spread collar made of 2-ply fabric, lined with wash and shrink-proof facing and mylar sewn-in stays. Shirt must be Red-Kap approved or equal. CITY has the option to choose a long or short sleeve shirt for each employee at the same price unit. There shall be two front patch pockets with buttons and button holes. Log sleeve shirts shall have flaps over the pockets. The left pocket shall have a one-inch stitched slot for pencils. All pockets shall be bar tacked at points of strain. The shirt shall have a double yoke and double pleated back. Short sleeve shirts shall have a one-half inch hem. Long sleeve shirts shall have a two and one-half cuff or two-ply fabric, button and buttonholes; no exposed stitching or edge stitching. The shirt shall have long tails, front and back. All sizes shall be full-cut to allow freedom of shoulder movement while performing strenuous labor. Shirt fabric shall be the KLOPMAN concept or approved equal, approximately 5.25 ounces per linear foot.

b. Pants. Pants shall be plain front without cuffs and without pleats, with set-in waistband, non-crush hook and eye closure, brass flat-top zipper, reinforced french fly with triple stitched tape. Waistband shall be doubled stitched and belt loops shall be made of the same material and waistband shall be secured in both top and bottom stitching and bartacked at the bottom. Two front pockets, full swing six and one-half inch opening by twelve inch deep, double-tipped; two rear pockets set-in, five inch opening by six inch deep, one with loop and button. All out and in seams shall be sewn "open and press down"; seal seams shall be double stitched with raw edges serged. Fabric shall be approximately ten to ten and one-half ounce weight, full cut in seat and stride to allow non-restricted movement while performing strenuous labor. Fittings shall provide a choice of three rises; short, regular, and long. CITY has the option to choose "jean cut" pants in lieu of regular pants. Pants shall be Red-Kap or CITY approved equal.

c. Coveralls. Coveralls shall be made of the same materials as pants.

d. Jackets. The Eisenhower-style jacket shall be waist-length, fully lined with full-length zipper opening in front. The two-ply shirt-style collar shall be lined with wash and

shrink resistant facing. The jacket shall include: double yoke, inside back panel and side facing adaptable for zip-out linear; two large patch pockets with flaps, buttons, and buttonholes; pleated back; separate two-ply waistband with adjustable tabs. Fabric shall be the same as the pants except that bidder may substitute a 55% Dacron 45% rayon blend. Jacket shall be full-cut to allow freedom of shoulder movement while performing strenuous labor. Jacket must be Red-Kap or approved equal.

e. Smocks. Smocks shall be a one-piece garment, styled as a 3/4 length open coat with wrap-around tie at the waist. The coat shall have at least two large side or breast pockets. All the seams shall be safety stitched except for the bottom of the coat, which shall be hemmed.

f. Special Uniforms. "Epaulet" shirts shall be furnished for approximately 60 parking attendants. Shirt shall be white, 65% polyester/35% cotton, with spruce epaulets, single pocket left side. Prudential style 8242-79-16, or approved equal.

4. Colors. CITY shall have the option to choose various colors of all items.

5. City Emblems. CONTRACTOR shall furnish and shall neatly and securely sew over the left breast pocket on all shirts, smocks, jackets and coveralls a three-inch diameter cloth embroidered CITY emblem. The CITY emblems shall remain CITY property. Preparation charges are included in the unit price set forth in Exhibit B. CONTRACTOR is not to put into service a shirt, smock, jacket, or coverall unless it has the proper CITY identification on it.

6. Name Label. CONTRACTOR shall furnish and neatly and securely sew over the right breast pocket on all garments, a one-line name strip label. The label shall be embroidered with the name of the employee as specified by CITY. Preparation charges are included in the unit price set forth in Exhibit B. Color shall be selected by CITY. Any replacement uniforms shall have the employees name on the uniform within two weeks of ordering the uniform.

B. Miscellaneous Specifications.

1. Shop towels - Finished, 100% cotton, color - orange, Kex standard or equal.

2. Hand Towels - 100% cotton, color - white.

3. Bath Towels - 100% cotton, color - white.

4. Mops - to be cleaned in solvent.

5. Sheets - 100% cotton, minimum size 81" x 108", to meet specifications for fire resistance when in use for the City of Beverly Hills jail facility.

6. Bath Mats - 100% cotton.

7. Dish Towels - 100% cotton.

8. Fender Gloves - Standard type used in car repair facilities.

C. Cleaning.

1. Cleaning agents. All garments shall be cleaned in a cleaning agent that does not cause skin irritations or dermatological conditions. All garments shall be delivered in a completely clean and sanitary condition in strict accordance with local, County, State and Federal Public Health agency requirements. Delivered garments shall be free of all removable stains, unwrinkled for unavoidable fold marks, carefully pressed and attractive in appearance.

2. Cleaning Schedule. CONTRACTOR shall pick-up dirty uniforms, towels and linens and return clean uniforms, towels and linens on a once a week schedule with the specific day to be agreed upon by the CONTRACTOR and CITY prior to the commencement of the Agreement. CONTRACTOR shall not make any schedule changes without the advance written approval of the CITY.

D. Estimated Requirements. CITY estimates that pants, shirts and jackets will be required for approximately 230 employees. The 230 employees require 5 changes per week (inventory of 11) for pants and shirts. Jackets are to be changed once a month with an inventory of two. Approximately 11 employees require coveralls and 7 employees require smocks. Coveralls, smocks, shop towels, dish towels, bath mats, blankets, sheets, and pillow cases are to be changed once per week with an inventory of two. The colors of the pants shirts, and jackets the CITY presently uses are brown, green, blue, orange, tan and white.

Estimated weekly usage

Shop towels	1080
24" dust mops	2
Fender covers	6
Bath towels	91
Dish towels	260
Bath mats	180

CITY reserves the right to increase or decrease the number of changes per week and the inventory of each item as required by the CITY. The CITY also reserves the right to increase or decrease the number of employees who require CONTRACTOR's services as the CITY requires.

E. Delivery. Delivery points (all within the City of Beverly Hills) shall be designated by the CITY. CITY has the option to change the delivery points as its requirements change. All locations must be serviced between the hours of 8:00 a.m. and 3:30 p.m. on the designated delivery day unless other hours are approved in advance by CITY. CONTRACTOR shall not schedule deliveries on Fridays to locations which are closed on alternate Fridays. CONTRACTOR shall reschedule services to any location at CITY's request.

F. Collection.

1. Collection Rack. CONTRACTOR shall furnish at no extra charge, a collection rack for empty hangers and a hamper or bag for soiled garments at each delivery point.

2. Hangers. Each individual employee's uniform shall be individually hung on non-skid hangers, shirt over pants, or shirts and pants hung separately on non-skid hangers. These non-skid hangers shall be secured together and labeled by laundry marks in sequence. Each individual piece of clothing shall be labeled in a manner that can be identified with the particular employee who is using the particular piece of clothing.

3. Receipts. CONTRACTOR shall leave a receipt for all uniforms picked up for each department or delivery point as the CITY may require. CONTRACTOR shall obtain a signature from a CITY representative at each delivery point signifying CITY has received the items listed on the delivery receipt.

G. Replacement. CONTRACTOR shall promptly replace any uniform item with a corresponding new garment whenever the garment is beyond repair or acceptable appearance unless otherwise instructed by CITY.

H. Ownership. CONTRACTOR shall retain ownership of all garments for the term of the Agreement unless CITY specifically states in writing that it wishes to purchase a specific garment(s). Purchases, if any, shall be at the replacement cost of the item.

I. Audit Listings. CONTRACTOR shall, upon request, furnish CITY with a list of all employees and CITY departments that the CONTRACTOR's records indicate are receiving CONTRACTOR's services. The list shall include the information necessary to audit billings.

J. Inspection of Vendor Facilities. CITY has the option to tour any of CONTRACTOR's cleaning facilities prior to execution of the Agreement to inspect operations and check on quality. CITY may inspect CONTRACTOR's facilities after execution of this Agreement, at a time mutually convenient to CITY and CONTRACTOR to ensure continuous compliance with the Agreement.

K. Loss/Replacement. CITY shall pay a charge set forth in Exhibit B for uniforms and linens that are lost by CITY while in the possession of CITY.

CITY department contact information is attached in Attachment 1 to this Exhibit.

EXHIBIT B

CITY shall compensate CONTRACTOR based on the following rates:

ITEM	DESCRIPTION	PRICE PER UNIT	LOSS CHARGE
1	Pro Knit Polo	\$0.209	\$21.00
2	Cotton Shirt	\$0.211	\$23.50
3	Cintas Oxford Shirt	\$0.237	\$25.00
4	Brigade/Security Shirt	\$0.460	\$23.00
5	Comfort Shirt	\$0.202	\$23.00
6	Women's Oxford Shirt	\$0.232	\$25.00
7	Synthetic Snap Shirt	\$0.242	\$23.00
8	Cargo Pant	\$0.316	\$28.00
9	Cotton Work Pant	\$0.342	\$27.50
10	Women's Pant	\$0.282	\$21.50
11	Comfort Pant	\$0.225	\$19.00
12	Cotton Coverall	\$0.221	\$40.50
13	Synthetic Shop Coat	\$0.228	\$26.99
14	Jacket	\$0.451	\$35.00
15	Smock	\$0.234	\$19.00
16	White Micro Towel	\$0.109	N/A
17	Terry Towels	\$0.300	\$2.20
18	White Shop Towel	\$0.109	\$0.90
19	Bath Towel	\$0.400	\$3.99
20	SK1 Cleaner	\$1.250	N/A
21	Vests	\$2.00	N/A
22	Locker 8"	\$3.000	N/A
23	Locker 16 Comp	\$3.000	N/A
24	Locker Lock Up	\$3.000	N/A

Contact Information

DEPARTMENT	Division	Contact Name	Phone #	Address
POLICE DEPARTMENT	Police Dept	Andy Serrao	(310) 288-2625	464 N Rexford Drive
FIRE DEPARTMENT	Fire Dept #1	Mike Liongson	310-281-2709	445 N. Rexford Drive
	Fire Dept #2	Mike Liongson	310-281-2709	1100 Coldwater Canyon Road
	Fire Dept #3	Mike Liongson	310-281-2709	180 South Doheny Drive
COMMUNITY DEVELOPMENT	Building & Safety	David Yelton	(310) 285-1154	455 N. Rexford Drive
COMMUNITY SERVICES	Library	Ora Jenkins	(310) 288-2262	444 N. Rexford Drive
	Greystone Park/City Hall	David Garrard	310-678-1150	501 Doheny Road
	La Cienega Park	Ken Pfalzgraf	(310) 285-2540	455 N. Rexford Rm. 200
	Beverly Garden	Ken Pfalzgraf	(310) 285-2540	455 N. Rexford Rm. 200
		David Garrard/ Henry Brouwer	310-678-1150	501 Doheny Road
	Roxbury Park	Ken Pfalzgraf	(310) 285-2540	455 N. Rexford Rm. 200
		Roy Yoshida	310-550-4776	471 S. Roxbury Drive
		Ken Pfalzgraf	(310) 285-2540	455 N. Rexford Rm. 200
PUBLIC WORKS	Building Maintenance	Terry Wagner	(310) 285-2487	345 Foothill Road
	Electrical/Signals & Lights	Renato Talavera	(310) 285-2464	345 Foothill Road
	Infrastructure Maint.	Frank Victoria	(310) 285-2476	345 Foothill Road
	Parking Meter	Steve Marquez	(310) 285-2472	345 Foothill Road
	Parking Operations	Mario Inga	(310) 285-2810	345 Foothill Road
	Solid Waste	James Burnley	(310) 285-2465	345 Foothill Road
	Storm Water	James Burnley	(310) 285-2465	345 Foothill Road
	Vehicle Maintenance	Craig Crowder	(310) 285-2490	9355 West Third Street
	Water Dept	Marcel Garrubba	(310) 285-2493	345 Foothill Road
		Jack Merluzzo	(310) 288-2802	345 Foothill Road
		Kevin Watson	(310) 285-2495	345 Foothill Road
		Jack Merluzzo	(310) 288-2802	345 Foothill Road
INFORMATION TECHNOLOGY	Print Shop	Adolfo Castano	(310) 285-2569	9355 Civic Center Drive Print Services Level A.



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	LIMITS		
				B.I.	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"/> CONTRACTOR'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
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 2015-2016 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 in 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 Ninety-Five Thousand and no/100ths Dollars (\$95,000.00) to be paid to Recipient for fiscal year 2015-2016. Payment shall be made to Recipient in the amount of Twenty-Three Thousand Seven Hundred Fifty and no/100ths Dollars (\$23,750) upon execution of this Agreement. Three additional payments of Twenty-Three Thousand Seven Hundred Fifty and no/100ths Dollars (\$23,750) each will be paid on October 1, 2015, January 1, 2016 and April 1, 2017, 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 five (5) year-round interim/transitional housing beds (1,825 bed-nights) for homeless individuals referred by the City, comprehensive case management to help secure housing as quickly as possible and seven (7) permanent housing placements using a range of PATH's housing resources, such as tenant based subsidies, rapid rehousing assistance and/or placement into permanent supportive or affordable housing developments.

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, 2015. Additional reports shall be furnished on January 1, April 1, and July 1, 2016.

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, 2014, 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

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

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

By: _____
JOEL JOHN ROBERTS
Chief Executive Officer

By: _____
SANDY OLUWEK
Chief Financial Officer

[Signatures continue]

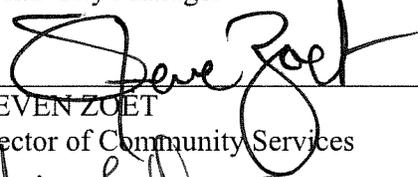
APPROVED AS TO FORM:



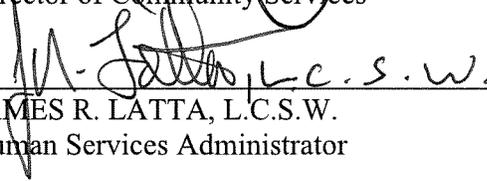
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
Interim City Manager



STEVEN ZOET
Director of Community Services



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



KARL KIRKMAN
Risk Manager

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, 2015

TERMINATION DATE: June 30, 2016

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 _____ 201____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JULIAN A. GOLD, M.D.
Mayor of the City of
Beverly Hills, California

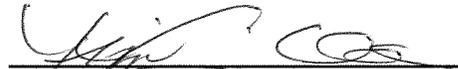
ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONSULTANT: STEP UP ON SECOND

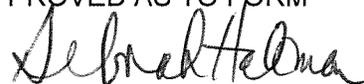


TOD LIPKA
Chief Executive Officer



KIM J. CARSON
Chief Financial Officer

APPROVED AS TO FORM



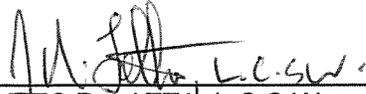
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
Interim City Manager



STEVE ZOET
Director of Community Services



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



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.

(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.

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, Fire and Community Services Departments.

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. *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.

To accomplish the goal of permanent supportive housing, the Outreach Team shall utilize the Full Service Prioritization Decision Tool ("SPDAT"). SPDAT utilizes 15 dimensions to determine an activity score that will help inform professional Housing First practitioners.

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.

ATTACHMENT 1
BUDGET 2015-2016

OUTREACH GRANT PROPOSAL
TO THE CITY OF BEVERLY HILLS
FY15-16

BUDGET ITEMS	Annual Ongoing Amount
1 FTE OUTREACH COORDINATOR 1.00 FTE @ \$3,451.237 PER MONTH	\$ 41,415
1 FTE OUTREACH PEER ADVOCATE 0.70 FTE @ \$2,785.67 PER MONTH	\$ 23,400
Benefits: FICA / SUI / W. Comp. / Medical / Dental / Vision, etc. @ 25%	\$ 16,204
STAFF TRAINING: CPR/CRISIS INTERVENTION/ETC.	\$ 50
DSL + PHONE SERVICE@ \$83.34 PER MONTH	\$ -
(1) CELL PHONE AND SERVICE COST @ \$60.00 PER MONTH	\$ -
OFFICE SUPPLIES: HANDOUTS, BUSINESS CARDS, CONSUMABLE SUPPLIES \$37.50 PER MONTH	\$ 450
PROGRAM SUPPLIES: emergency information listed on them, and daily necessities for homeless - such as nutrition bars, socks and hygiene products \$99.00 PER MONTH	\$ 1,188
MILEAGE REIMBURSEMENT estimated 50 miles per week plus parking expense.	\$ 1,500
Administration 7.00%	\$ 5,894
*Note Monthly expenses explanation will be adjusted to reflect correctly yearly budget totals	
TOTAL PROGRAM BUDGET:	\$ 90,100

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.

EXHIBIT B

SCHEDULE OF PAYMENT

CONSULTANT shall submit an itemized statement to CITY for its services performed in the prior month in a form acceptable to CITY, which shall include documentation setting forth in detail a description of the services rendered and the disbursements made. CITY shall pay CONSULTANT the amount of such undisputed 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 2015-2016 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 in 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 Ninety Thousand and no/100ths Dollars (\$90,000) to be paid to Recipient for the fiscal year 2015-2016. Payment shall be made to Recipient in the amount of Twenty Two Thousand Five Hundred and no/100ths Dollars (\$22,500) upon execution of this Agreement. Three additional payments of Twenty Two Thousand Five Hundred and no/100ths Dollars (\$22,500) each will be paid on October 1, 2015, January 1, 2016 and April 1, 2016, 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, 2015. Additional reports shall be furnished on January 1, April 1, and July 1, 2016.

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, 2015, 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 _____, 2015, in the City of Beverly Hills, California.

CITY OF BEVERLY HILLS,
a municipal corporation

JULIAN A. GOLD, M.D.
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]

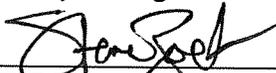
APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

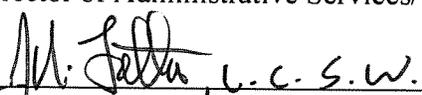
MAHDI ALUZRI
Interim City Manager



STEVE 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 THE CITY OF BEVERLY HILLS
AND STEP UP ON SECOND FOR A HOMELESS OUTREACH
AND STABILIZATION TEAM IN SUPPORT OF CITY'S
CHANGING LIVES AND SHARING PLACES ("CLASP")
PROGRAM 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 Step Up on Second ("Recipient").

RECITALS

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

WHEREAS, City desires to provide community assistance funds for fiscal year 2015-2016 to continue to support the operation within the City of a valuable human services entity that provides outreach services and support for chronically mentally ill homeless individuals.

WHEREAS, Recipient is a non-profit community mental health provider dedicated to long term support of people in recovery and their families, offering quality housing, educational, social and work experience ("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 Sixty Thousand and no/100ths Dollars (\$60,000) to be paid to Recipient for the fiscal year 2015-2016. Payment shall be made to Recipient in the amount of Fifteen Thousand and no/100ths Dollars (\$15,000) upon execution of this Agreement. Three additional payments of Fifteen Thousand and no/100ths Dollars (\$15,000) will be paid on October 1, 2015, January 1, 2016 and April 1, 2016 if Recipient complies with the terms of this Agreement.

Section 2. Use of Funds. Recipient shall use the community assistance funds to augment existing homeless case management and engagement services by providing mental health, physical and housing resources for the most vulnerable unsheltered individuals within City. Supplemental services include a licensed mental health professional to provide assessments and evaluations for mental health triage and care, access to healthcare professionals including a physician, nurse and psychiatrist, advocacy for Service Area 4 CES for City clients, and permanent supportive housing linkage and placement in the Coordinated Entry System (CES). In addition to facilitating permanent supportive housing for four homeless individuals, services consist of intensive post-housing support including intensive case management, life skills development and psychiatric support for medication.

Section 3. Reports. Recipient shall furnish comprehensive quarterly reports to the Human Services Administrator (hereinafter "Administrator") on a form provided by City

as to the progress of the Project, including an accounting of specific Project activities, changes to the Project, and the benefits of the Project to residents, visitors and/or employees of the City. The first report shall be furnished to the Administrator on October 1, 2015; the second report is due on January 1, 2016. The third report on April 1, 2016 and the last report shall be furnished on July 1, 2016.

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

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

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

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

EXECUTED this _____ day of _____, 2015, in the City of Beverly Hills, California.

“City”
CITY OF BEVERLY HILLS
A Municipal Corporation

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

“Recipient”
STEP UP ON SECOND
a non-profit corporation

By: 
TOD LIPKA
Chief Executive Officer

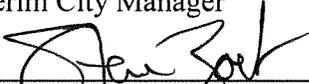
By: 
KIM CARSON
Chief Financial Officer

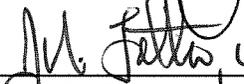
APPROVED AS TO FORM

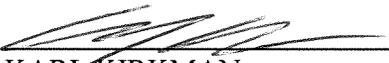

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
Interim City Manager


STEVE ZOET
Director of Community Services


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


KARL KIRKMAN
Risk Manager