



## AGENDA REPORT

**Meeting Date:** June 21, 2016  
**Item Number:** E-22  
**To:** Honorable Mayor & City Council  
**From:** James R. Latta  
**Subject:** AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND STEP UP ON SECOND FOR OUTREACH AND ENGAGEMENT SERVICES IN SUPPORT OF CITY'S CLASP PROGRAM; AND  
APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$106,449.00 FOR CONTINUATION OF SERVICES DESCRIBED.  
**Attachments:** 1. Agreement

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### **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 \$106,449.

### **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 entirely allocated to City of Beverly Hills and trained to work with individuals new to homelessness as well as individuals with serious, persistent mental illness. The team develops individualized plans to support people in meeting their specific needs.

### **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 entirely allocated to City of Beverly Hills and operates out of City Hall Human Services Division Suite 250. The team 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

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.

  
Nancy Hunt-Coffey, Director  
Community Services Department  
Approved By

# **Attachment 1**

AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND STEP  
UP ON SECOND FOR OUTREACH AND ENGAGEMENT  
SERVICES 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: Nancy Hunt-Coffey Director of Community Services
COMMENCEMENT DATE:	July 1, 2016
TERMINATION DATE:	June 30, 2017, unless extended pursuant to Section 2 of the Agreement
CONSIDERATION:	Not to exceed \$106,449.00 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  
SERVICES 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.

The City Manager or his designee may extend the time of performance in writing for three (3) additional one-year terms or such other term not to exceed three years from the date of termination pursuant to the same terms and conditions of this Agreement.

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

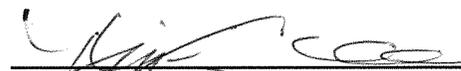
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JOHN A. MIRISCH  
Mayor of the City of  
Beverly Hills, California

ATTEST:

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

CONSULTANT: STEP UP ON SECOND

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

  
\_\_\_\_\_  
KIM J. CARSON  
Chief Financial Officer

APPROVED AS TO FORM

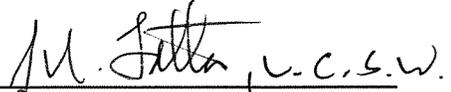
  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
MAHDI ALUZRI  
City Manager

  
\_\_\_\_\_  
NANCY HUNT-COFFEY  
Director of Community Services

[Signatures continue]



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 two people 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:

Two full time employees – Outreach Coordinators. The Outreach Coordinators shall work 40 hours per week with no overtime. It is expected that the Outreach Coordinators 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 Coordinators shall adjust their schedules 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 2016-2017

**OUTREACH GRANT PROPOSAL  
TO THE CITY OF BEVERLY HILLS  
FY16-17**

BUDGET ITEMS	Annual Ongoing Amount
1 FTE OUTREACH COORDINATOR 1.00 FTE @ \$3,520.25 PER MONTH	\$ 42,243.06
1 FTE OUTREACH COORDINATOR 1.00 FTE @ \$2,860 PER MONTH	\$ 34,320.00
BENEFITS: FICA / SUI / W. Comp. / Medical / Dental / Vision, etc. @ 25%	\$ 19,140.77
STAFF TRAINING: CPR/CRISIS INTERVENTION/ETC.	\$ 60.00
(2) COMPANY CELL PHONES AND SERVICE COST @ \$85.00 PER MONTH	\$ 1,020.00
OFFICE SUPPLIES: HANDOUTS, BUSINESS CARDS, CONSUMABLE SUPPLIES \$33.33 PER MONTH	\$ 400.00
VEHICLE LEASE: Lease @ \$350 month; Insurance @ \$167.00 month; Fuel @ 200 miles month @ \$40.00 month	\$ 6,684.00
MILEAGE REIMBURSEMENT - Staff using personal vehicle estimated 50 miles per month plus parking expense.	\$ 500.00
ADMINISTRATION 10.00%	\$ 10,644.90
*Note Monthly expenses explanation will be adjusted to reflect correctly yearly budget totals	
<b>TOTAL PROGRAM BUDGET:</b>	<b>\$ 115,012.72</b>

New Budget	\$ 106,449.00
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Variance will be paid for with CAGF Funds                   \$ (8,563.72)

Both Outreach staff are salaried positions with benefits and the 12-month costs 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.	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"/> 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: \_\_\_\_\_