



AGENDA REPORT

Meeting Date: November 15, 2016

Item Number: D-6

To: Honorable Mayor & City Council

From: Nancy Hunt-Coffey, Director of Community Services

Subject: AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT WITH MYDATT, INC., DBA BLOCK BY BLOCK FOR SAFETY AND HOSPITALITY AMBASSADOR SERVICES; AND

AUTHORIZE THE CITY MANAGER TO APPROVE A PURCHASE ORDER IN THE NOT-TO-EXCEED AMOUNT OF \$52,305.04 FOR THESE SERVICES; AND

AUTHORIZE AN APPROPRIATION OF \$52,305.04 FROM AVAILABLE GENERAL FUND BALANCE FOR THESE SERVICES

Attachments: Original agreement No. 234-16

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute an agreement between the City of Beverly Hills and Mydatt Inc., DBA Block by Block for safety and hospitality Ambassador services, and authorize the City Manager to approve a purchase order for the not-to-exceed amount of \$52,305.04 for these services, and authorize an appropriation from available general fund balance for these services. This amendment to the agreement would provide for permit management of the School District fields and facilities during City use of the school sites.

INTRODUCTION

As was discussed at the study session, the Ambassadors started providing field management on November 1, 2016 at Beverly Hills High School and three K-8

schools. This service was implemented due to increasing use of the School District fields by unauthorized users and increasing incidents and altercations between the authorized youth sport organizations and unauthorized users. This report asks City Council to extend the agreement with the Ambassadors for field and facility management at the schools until the new Joint Powers Agreement (JPA) goes into effect in July 2017. The use of Ambassadors beyond July 2017 will be discussed through the budget process, during which time City Council can evaluate the effectiveness of this program.

DISCUSSION

As was discussed at the study session, the JPA between the City and the Beverly Hills School District grants usage of School District facilities, including the fields, during the days/times that school is not in session. These fields are used heavily by the local youth sport organizations such as American Youth Soccer Organization (AYSO) and Beverly Hills Little League (BHLL).

Since the campuses are open during the hours that school is not in session, unauthorized users have started using the fields. Over the years, these users have become more aggressive and less willing to relinquish the fields to the rightful permit holders. This has led to arguments and on occasion the need to call the Police for assistance. The volunteer coaches from the youth sports organizations have expressed concerns about this situation.

Recently the El Rodeo field went offline as well as the upper field at Beverly Hills High School. Additionally, two new fields were opened at Beverly Vista and Horace Mann Schools. Staff believes that these factors have contributed to having a greater concentration of unauthorized users trying to use the fields.

The Ambassador program first began in the City in fiscal year 2015-16 as a trial in some of the business areas, and was implemented as a more permanent solution in 2016-17. The Ambassadors provide a blend of customer service, hospitality, and security.

Staff initiated use of the Ambassadors at these schools on November 1, 2016 under the provisions of the current agreement which has minimal funding carved out for "special projects. However, an amendment to the agreement and an appropriation of funding is required to continue this service through the end of the fiscal year. There is an item on the formal meeting agenda requesting approval of an amendment and an appropriation.

The general weekly schedule for the Ambassadors would be:

- One (1) ambassador at BHHS Monday-Thursday from 5:00 pm - 9:00 pm = 16 hrs.
- One (1) ambassadors on Saturdays from 6:30 am-10:30 am = 4hrs.
- Three (3) ambassadors on Saturdays from 7:30am -10:30 am = 9hrs.
- Two (2) ambassadors on Sundays from 7:30am -12:30 pm = 10hrs.

This scheduling is based on when the games and practices take place for the youth sport organizations.

Mayor Mirisch and Councilmember Gold were briefed on the use of the Ambassadors at the schools to manage permits for City programs, and both were supportive of the proposal.

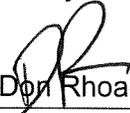
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The Superintendent has indicated support for this program and has indicated that he does not foresee issues with the Ambassadors working on City based programs during after school hours.

This program would be an interim stop-gap measure until the final terms of the JPA are complete at which time the City Council can determine if the program should continue.

FISCAL IMPACT

The annual cost to have the Ambassadors provide the services described above would be \$78,457.60. However, since the services started on November 1, 2016, the prorated amount for fiscal year 2015-2016 would be \$52,305.04.


Don Rhoads

Approved By


Nancy Hunt-Coffey

Approved By

Attachment 1

AGREEMENT NO.

234-16

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
MYDATT, INC., DBA BLOCK BY BLOCK FOR SAFETY AND
HOSPITALITY AMBASSADOR SERVICES

NAME OF CONTRACTOR: MYDATT, INC., DBA BLOCK BY BLOCK

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Blair McBride, President

CONTRACTOR'S ADDRESS: 640 South Fourth Street, Suite 110
Louisville, KY 40202
Attention: Blair McBride, President

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 \$ 575,000.00 (includes a
contingency)

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
MYDATT, INC., DBA BLOCK BY BLOCK FOR SAFETY AND
HOSPITALITY AMBASSADOR SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Mydatt, Inc., dba Block by Block (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 Works.

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 THE Commencement Date or upon a 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 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) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provides 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. CITY shall pay CONTRACTOR said Consideration in accordance with the method and 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 insurance 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 either 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 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 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. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of five (5) 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 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.

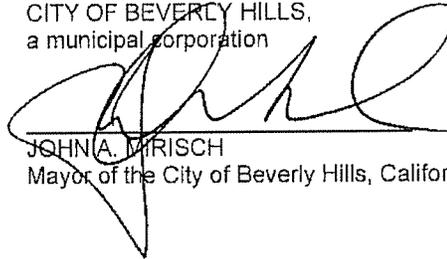
Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

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.

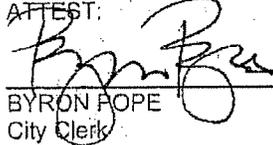
EXECUTED the 21st day of June 2016, at Beverly Hills, California.

CITY OF BEVERLY HILLS,
a municipal corporation



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

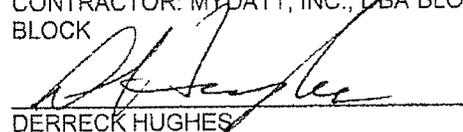
ATTEST:



BYRON POPE
City Clerk

(SEAL)

CONTRACTOR: MYDATT, INC., DBA BLOCK BY
BLOCK



DERRECK HUGHES
Vice President of Operations
Block by Block

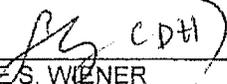
[Signatures continue]

A handwritten signature in black ink, appearing to be 'Hiram Cox', is written over a horizontal line.

HIRAM COX
Secretary/Treasurer/CFO
Mydatt Services, Inc.

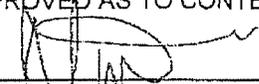
[Signatures continue]

APPROVED AS TO FORM:

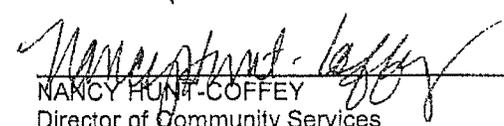


LAURENCE S. WIENER
City Attorney

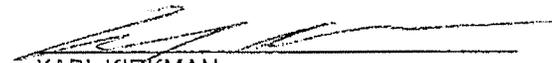
APPROVED AS TO CONTENT:



MAHDI ALUZRI
City Manager



NANCY HUNT-COFFEY
Director of Community Services



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONTRACTOR shall implement unarmed safety and hospitality ambassador services to provide a safe and welcoming environment in CITY's downtown business and restaurant district interdeployment areas set forth in Attachment 1, twenty-one (21) hours per day. CONTRACTOR shall utilize as an office CITY's Parking Office on the first floor of the 221 N. Crescent Drive parking facility.

CONTRACTOR shall perform the following services, which shall include:

- Triage transients' needs, when appropriate refer to CITY's Human Services Division and CLASP homeless outreach team;
- Address criminal transient issues, scavenging, aggressive panhandling and assist CITY Police Department;
- Monitor CITY parking structures for illegal camping / trespassing and other inappropriate usages;
- Assist CITY staff to educate the community about CITY's Postive Change Not Spare Change initiative and provide channels to donate money to social service organizations in lieu of direct giving to individuals on the street;
- Collaborate with local businesses, residents and visitors to promote a high quality of life in CITY's business district; and
- Provide attentive customer service, directions, business and restaurant recommendations and parking choices.

CONTRACTOR shall train its employees in relevant legal issues, including knowledge of the Beverly Hills Municipal Code and California Code provisions. These legal issues shall include, without limitation, the First Amendment rights to panhandle on public property, camping on public property and use of public ways, public intoxication and protests/demonstrations. Any such training including training materials shall be subject to the prior written approval of the City Manager or his designee, and the City Attorney.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall compensate CONTRACTOR for twenty one hour deployment as follows:

BUDGET SUMMARY		
Category	Cost	% to total
Labor	\$ 436,451.96	79.4%
Benefits (Insurance, B-Day, Pay, Holidays)	\$ 31,134.98	5.7%
Labor Related (backgroundchecks, recruiting, awards, etc.)	\$ 5,001.12	0.9%
Uniforms	\$ 7,093.75	1.3%
Operations Center & Utilities	\$ 2,400.00	0.4%
Equipment	\$ 5,562.39	1.0%
Mobile Graffiti Removal Supplies	\$ 1,400.00	0.3%
Equipment Related (maintenance)	\$ 1,343.75	0.2%
Office Supplies & Printing	\$ 1,075.00	0.1%
Miscellaneous	\$ 500.00	0.1%
Administrative Support (mgmt, travel, postage, etc.)	\$ 12,627.50	2.3%
Profit (8.75% of all above expenses)	\$ 45,327.36	8.0%
Contingency	\$ 25,083.00	
TOTAL with Contingency Not to Exceed:	\$ 575,000.00	100%

Deployment

FY 2012 Devoay /Site Triangle / Incident / South / Priority Deployment											
Position	Hour	Zone	Assignment	Sun	Mon	Tue	Wed	Thurs	Fri	Sat	Total
Safety Ambassadors Day Deployment	6:00am - 7:30pm	Triangle N / Structures	Wake-up Team / Morning Safety/Trk	1	1	1	1	1	1	1	7
	10:00am - 4:00pm	South Beverly / Core	Foot and Bike Patrol	1	1	1	1	1	1	1	7
	10:00am - 4:00pm	Triangle N / Structures	Foot and Bike Patrol	1	1	1	1	1	1	1	7
Team Leader	10:00am - 4:00pm	Triangle N/S	Foot and Bike Patrol	1			1	1	1	1	4
Safety Ambassadors Overnight Deployment	8:00pm - 7:30am	Triangle N/S / Parking Structures	Garage/Alley's District Core Bike Patrol	1	1	1	1	1	1	1	7
Overnight Supervisor	8:00pm - 7:30am	Triangle N & S / Parking Structures	Garage/Alley's District Core Bike Patrol	1	1		1	1	1	1	5
Operations Manager	7:00am - 4:00pm	Deployment District	Patrol and Oversight	1	1	1	1	1	1	1	7
Daily Total				11	12	12	10	12	12	10	74
Total Scheduled Weekly Hours											

Wages

Position	0-3 months	4-12 months	1 year	2 years	3 years
Safety Ambassadors	\$ 12.00	\$ 12.50	\$ 13.00	\$ 13.50	\$ 14.00
Over-night Ambassadors	\$ 13.00	\$ 13.50	\$ 14.00	\$ 14.50	\$ 15.00
Over-night Team Leader	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00
Team Leader	\$ 14.00	\$ 14.50	\$ 15.00	\$ 15.25	\$ 15.50
Operations Manager	\$ 51,000.00	\$ 53,348.00	\$ 55,320.00	\$ 57,606.20	\$ 59,972.42

Additional Services	
Hourly Bill Rate (Wage Rate \$13) \$	20.71

CONTRACTOR 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 CONTRACTOR 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"/> 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: _____

RM02.DOC REVISED 10/14/96.