

MEETING DATE

7/10/06

AGENDA ITEM

Approve Amendment to Contract with St Joseph Center for the Provision of Homeless Outreach, Supportive Service and Data Collection in the Amount of \$40 000 for a One-Year Period

ATTACHMENTS

Pages

1 Contract No 2005-125

1-9

Contract No 2005-125

CITY OF CULVER CITY

STANDARD FORM CONTRACT

WITH ST JOSEPH CENTERFOR HOMELESS ASSISTANCE, OUTREACH, DATA COLLECTION,
AND CASE MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into by and between THE CITY OF CULVER CITY a municipal corporation hereinafter referred to as "City " and ST JOSEPH CENTER hereinafter referred to as "Consultant "

- 1 CONSULTANT'S SERVICES Consultant agrees to perform, during the term of this Agreement the tasks obligations, and services set forth in the "Scope of Service" attached to and incorporated into this Agreement as Exhibit "A"
- 2 TERM OF AGREEMENT The term of this Agreement shall be from **July 1, 2005** and shall end upon **June 30, 2006**
- 3 PAYMENT FOR SERVICES City shall pay for the services performed by Consultant pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B " The compensation shall be paid at the time and manner set forth in said Exhibit "B "
- 4 TIME FOR PERFORMANCE Consultant shall not perform any work under this Agreement until (a) Consultant furnishes proof of insurance as required under Paragraph 7 of this Agreement and, (b) City gives Consultant a written and signed Notice to Proceed
- 5 DESIGNATED REPRESENTATIVE(S)

JUDY ALEXANDER ASSOCIATE DIRECTOR shall be the designated Consultant Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City Consultant Representative shall actually perform, or provide immediate supervision of Consultant's performance of, the Scope of Service
- 6 HOLD HARMLESS Consultant shall be responsible for any and all injuries to or death of any person, and for any and all damage to any and all real or personal property including City's or others caused by or resulting from any acts errors or omission of Consultant its employees or its agents arising out of or connected with rendition of services hereunder Consultant shall defend, hold harmless and indemnify City and its officers and employees from any and all liability claims including costs for

damages to real or personal property or personal injury or death resulting from Consultant's its employees or agent's acts errors or omissions arising out of or connected with rendition of services hereunder

- 7 INSURANCE Without limiting its obligations pursuant to Paragraph 6 of this Agreement Consultant shall submit one or more duly executed certificates of insurance for Comprehensive General Liability in the minimum amount of One Million Dollars (\$1 000 000) single limit coverage (endorsed by an endorsement approved by the City Attorney) Automobile Liability in the minimum amount of \$500 000/\$500,000 and Workers Compensation insurance in statutorily required amounts
- 8 INDEPENDENT CONSULTANT STATUS City and Consultant agree that Consultant in performing the services herein specified shall act as an independent Consultant and shall have control of all work and the manner in which it is performed Consultant shall be free to contract for similar service to be performed for other employers while under contract with City Consultant is not an agent or employee of City, and is not entitled to participate in any pension plan insurance bonus worker's compensation or similar benefits City provides for its employees Consultant shall be responsible to pay and hold City harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of services performed hereunder
- 9 NON-APPROPRIATION OF FUNDS Payment due and payable to Consultant for current services is within the current budget and within an available unexhausted and unencumbered appropriation of City In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year
- 10 ASSIGNMENT This Agreement is for the specific services with Consultant as set forth herein Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City shall be prohibited and shall be null and void except that Consultant may assign payments due under this Agreement to a financial institution
- 11 RECORDS AND INSPECTIONS Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement City shall have free access at all reasonable times to such records and the right to examine and audit the same and to make transcripts therefrom and to inspect all program data documents proceedings and activities Consultant shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours
- 12 OWNERSHIP OF CONSULTANT'S WORK PRODUCT City shall be the owner of any and all computations plans, correspondence and/or other pertinent data information, documents and computer media, including

disks and other materials gathered or prepared by Consultant in performance of this Agreement or at any earlier or later time when the same may be requested by City. Such work product shall be transmitted to City within ten (10) days after a written request therefor. Consultant may retain copies of such products. All written documents shall be provided to City in digital and in hard copy form.

- 13 NOTICES All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To City City of Culver City/Housing Division
 Attention: Marna Johnson
 9770 Culver Boulevard
 Culver City, CA 90232-0507

To Consultant Judy Alexander, Associate Director
 St. Joseph Center
 204 Hampton Drive
 Venice, CA 90291

OFFICE (310) 396 6468 x 306
FAX (310) 392 8402

- 14 TAXPAYER IDENTIFICATION NUMBER Consultant shall provide City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service. Consultant's Tax Identification Number is **95-3874381** and Social Security Number is _____, if a sole proprietor and different from the TIN.
- 15 PERMITS AND LICENSES Consultant at its sole expense shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement including, but not limited to, a Culver City business tax certificate.
- 16 APPLICABLE LAWS, CODES AND REGULATIONS Consultant shall perform all work in accordance with all applicable laws, codes, and regulations required by all authorities having jurisdiction over such work. Consultant agrees to comply with prevailing wage requirements as specified in the California Labor Code, Sections 1770, et seq.
- 17 PURCHASES OF SUPPLIES AND MATERIALS WITHIN CULVER CITY For work performed, Consultant agrees to seek bids for supplies and materials from businesses located within the City of Culver City with the

intent to make purchases from these businesses if such purchases can be made at competitive prices

- 18 RIGHT TO UTILIZE OTHERS City reserves the right to utilize others to perform work similar to the services provided hereunder
- 19 MODIFICATION OF AGREEMENT This Agreement may not be modified nor may any of the terms provisions or conditions be modified or waived or otherwise affected except by a written amendment signed by all parties hereto
- 20 WAIVER If at any time one party shall waive any term provision or condition of this Agreement either before or after any breach thereof no party shall thereafter be deemed to have consented to any future failure of full performance hereunder
- 21 COVENANTS AND CONDITIONS Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition
- 22 RIGHT TO TERMINATE City may terminate this Agreement at any time, with or without cause in its sole discretion, with thirty-days (30-days) written notice
- 23 EFFECT OF TERMINATION Upon termination as stated in Paragraph 22 of this Agreement, City shall be liable to Consultant only for work satisfactorily performed by Consultant up to and including the date of termination of this Agreement, unless the termination is for cause in which event Consultant need be compensated only to the extent required by law Consultant shall be entitled to payment for work satisfactorily completed to date, based on a proration of the monthly fees set forth in Exhibit "B" attached hereto Such payment will be subject to City's receipt of a close-out billing
- 24 GOVERNING LAW The terms of this Agreement shall be interpreted according to the laws of the State of California If litigation arises out of this Agreement then venue shall be in the Superior Court of Los Angeles County
- 25 LITIGATION FEES If litigation arises out of this Agreement for the performance thereof then the court shall award costs and expenses including attorney's fees to the prevailing party In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs expenses and attorney's fees paid or incurred in good faith
- 26 INTEGRATED AGREEMENT This Agreement represents the entire Agreement between City and Consultant and all preliminary negotiations and agreements are deemed a part of this Agreement No verbal

agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns

- 27 EFFECTIVE DATE The effective date of this Agreement is the date it is signed on behalf of City and shall remain in full force and effect until amended or terminated provided that the indemnification and hold harmless provisions shall survive the termination

**ST JOSEPH CENTER, a California
non-profit corporation**

Dated 7/1/05

By Rhonda Meister
Rhonda Meister
Its Executive Director

Dated 7/1/05

By Judy Alexander
Judy Alexander
Its Associate Director

CITY OF CULVER CITY, CALIFORNIA

Dated 8/4/05

By Jerry Fulwood
Jerry Fulwood
Chief Administrative Officer

APPROVED AS TO CONTENT

Susan Evans
Susan Evans
Community Development Director

APPROVED AS TO FORM

Carol A. Schwab
Carol A. Schwab
City Attorney

APPROVED AS TO FINANCING

Marlee Chang
Marlee Chang
City Controller

RECEIVED

JUL 5 2005

City of Culver City
Housing Division 5.

EXHIBIT A

CITY OF CULVER CITY

WITH ST JOSEPH CENTER

FOR HOMELESS ASSISTANCE, OUTREACH, DATA COLLECTION,
AND CASE MANAGEMENT SERVICES

SCOPE OF SERVICE

Consultant will undertake the following activities

- Survey selected Culver City employees, business owners, police and social service providers in order to further map known areas of homeless encampment and activity
- Establish cooperative relationships with police (Culver City and Los Angeles) and other social service providers and establish open communication with business owners and residents
- Through a field outreach team provide outreach to a **no less than 25 and up to 40** homeless persons within the City of Culver City in an effort to establish rapport and allow for ongoing relationships
- Collect base line data regarding **25** homeless individuals Data will include identifying information (coded for confidentiality) gender and perceived racial/ethnic information and may (when individuals are willing to report) include age family status time homeless veteran status income source and amount and disability(s)
- Provide mental health assessments in the field to **15** homeless persons to determine preliminary impression of need for mental health/substance abuse treatment
- Provide linkage to medical mental health and substance abuse treatment and offer emergency housing alternatives to **15** homeless persons
- Provide ongoing case management to **10** homeless clients Assist clients in the development of case management plan that identifies barriers to stability Monitor and provide resources to support plan

- Provide 8 clients with alternatives for permanent housing placement including (as appropriate) residential treatment board and care sober living group homes, supported housing and independent apartments
- Provide ongoing support, as needed to assure housing stability to 8 clients
- Collect analyze and report on outcome data on a monthly basis These reports will include statistical data complaint descriptions and summaries of outreach activities

Staffing Plan The following chart identifies staff to be involved in each segment of this program

Outreach Services and Assessment				
Staff	FTE	Clients Served	Culver City	Match
Outreach Specialist/Case Mgr	0 50	25-40	X	
Outreach Coordinator	0 10	25-40	X	
Mental Health Specialist	0 10	25-40		X

Supportive Services (For services provided directly by agency)*				
Job Training Staff	0 05	1		X
Child Care Staff	0 05	1		X
Money Management Staff	0 05	2		X

Case Management				
Outreach Specialist/Case Mgr	0 50	10	X	
Program Director/Clinical Sup	0 05	10	X	
Housing Specialist	0 05	10		X

Data Collection				
IT Consultant	0 005	25-40	X	

* Other supportive services will be provided by referral These linkages are not included in number of clients served

Initial JA
City Initial SE

RECEIVED

JUL 5 2005

City of Culver City
Housing Division

EXHIBIT B

CITY OF CULVER CITY

WITH ST JOSEPH CENTER

FOR HOMELESS ASSISTANCE, OUTREACH, DATA COLLECTION,
AND CASE MANAGEMENT SERVICES

SCHEDULE OF COMPENSATION
(Fixed Cost Basis)

- 1 AMOUNT OF COMPENSATION For performing and completing all work and services described in Exhibit A and for providing all materials required thereof, City shall pay Consultant a fee not to exceed a total amount of **FORTY THOUSAND DOLLARS (\$40,000)** for FY 2005/2006

The above amount shall include all out-of-pocket expenses incurred by Consultant in the performance of such services. Consultant agrees to discount the amount owed by 2% if payment by City is made within ten days after receipt of the invoice.

- 2 BILLING At the end of each calendar month in which services are performed or expenses are incurred under this Agreement, and prior to the 10th day of the following month, Consultant shall submit an invoice to the City at the following address:

City of Culver City/Housing Division
Attn: Marna Johnson
P O Box 507
Culver City, California 90232-0507

- 3 METHOD OF PAYMENT Payment to Consultant of the compensation specified in Paragraph 1 above shall be made as follows:

- 3a The Consultant's monthly statements shall reflect the number of Culver City homeless residents assisted. The amount paid will be based upon the number of clients served within Culver City and how that number relates as a percentage to the total number of clients served by Consultant.

Payment to Consultant of the compensation specified in paragraph 1 above shall be made after the Housing Administrator's determination the billing submitted pursuant to Paragraph 2 above accurately reflects work satisfactorily performed.

- 3b The balance of the total compensation that remains unpaid at the end of the term of this Agreement shall be paid to Consultant within THIRTY (30) DAYS after Consultant satisfactorily completes all services required under this Agreement

Initial JA

City Initial GE

RECEIVED

JUL 5 2005

City of Culver City
Housing Division