



## AGENDA REPORT

**Meeting Date:** July 8, 2008

**Item Number:** F-4

**To:** Honorable Mayor & City Council

**From:** Noel Marquis, Assistant Director of Administrative Services - Finance

**Subject:** *APPROVAL OF AGREEMENTS WITH VARIOUS VENDORS FOR PROVISION OF ANNUAL SERVICES; AND*  
*AUTHORIZATION OF BLANKET PURCHASE ORDERS FOR SUPPLIES AND SERVICES FOR THE CITY'S DEPARTMENTS*

**Attachments:**

1. Exhibit A
2. Agreements (9)

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### RECOMMENDATION

Staff recommends that the City Council approve the agreements with:

- Item A. Aon Consulting and Insurance Services for actuarial services for the City's post retirement benefit plan*
- Item B. Bevwood Fun Camp for the basketball and volleyball skills classes and camps for the City's youth program*
- Item C. Cedars Sinai Medical Center for the City's emergency medical program services*
- Item D. Destination Science Camp for the children's science and camp activities for the City's youth program*

- Item E. General Petroleum Corporation (formerly GP Resources, Inc.) for the gasoline, diesel fuel and lubricant products for the City's fleet services*
- Item F. Hughes Consulting for the development and implementation of a succession planning and leadership development process and other related training services*
- Item G. Nisha Marie Thomas for the Children's Educational Workshop for the City's early childhood development program*
- Item H. Tom Murray dba Westside Mobile Gym for the gymnastics classes for the City's youth program*
- Item I. Xerox Corporation for the lease of citywide copiers, license of software, installation and related services*

And approve the annual blanket purchase orders identified on Exhibit A in the total amount of \$25,182,840.67.

### **INTRODUCTION**

This report seeks City Council approval of the annual blanket purchase orders (BPO) to cover items or services available from particular vendors ordered by City departments on an "as-needed" basis. Due to the nature of some of the services provided, agreements are in some cases also required. This report is a request for City Council approval of agreements related to the annual services and authorization to issue the BPOs described herein.

### **DISCUSSION**

The City issues BPOs to vendors who provide goods and services to City departments throughout a fiscal year. By issuing these vendors one purchase order rather than several, the City increases its efficiency and saves money. Additionally, by having a BPO issued to a vendor, a department is not faced with delays in obtaining goods or services necessary to perform its duties. For instance, when Police Department vehicles are damaged, providing BPOs to more than one local body shop allows the Vehicle Maintenance Division to receive competitive quotations and repair vehicles with a minimum of delay.

Since BPOs consolidate many small purchases into one large purchase, the City receives the added benefit and protection of formal bidding and City Council or City Manager approval required for larger purchases. For the majority of these requests, City staff prepares and issues a Request for Proposal (RFP) and then City Council awards contracts, normally on a three-year

basis. In addition, department staff periodically checks pricing to ascertain that the City continues to obtain the most competitive prices.

While the price for goods and services is a concern, it is never the sole determining factor in making a purchasing decision. Important considerations include the reliability of a product, the ability of a vendor to provide continuing service, current usage of a specific brand of product by the City, timely availability, quality, location (if some items are to be picked up by staff) and vendor performance. The total benefit to the City is the most important consideration in a purchasing decision of goods or services. The initial cost is a factor in the equation, but the net cost over the life of the product or service is of greater value.

Even though BPOs are issued, individual orders for goods or services (except routine, scheduled maintenance type services) must be specifically authorized in advance by a department head or supervisor. The City does not guarantee any minimum annual purchases, can cancel a BPO at any time and is under no obligation to spend any or all funds encumbered under a BPO. BPOs are for the convenience of the City and its daily operational needs. All BPOs automatically expire on June 30 of any given fiscal year.

The vendors and dollar amounts listed in Exhibit A are for items approved within the Fiscal Year 2008-2009 budget.

**FISCAL IMPACT**

Funds for each of the BPOs requested in Exhibit A have been approved in the Fiscal Year 2008/2009 budget. The total of all requests within this report is \$25,162,840.67.

  
\_\_\_\_\_  
Noel Marquis  
Finance Approval

  
\_\_\_\_\_  
Scott G. Miller  
Approved By

**City of Beverly Hills**  
**Listing of Annual Blanket Purchase Orders**

Exhibit - A

**BUILDING AND FACILITIES**

**Janitorial Maintenance Services & Supplies**

Able Building Maintenance Company \$ 1,457,362.00  
 Citywide custodial services.

**City Elevators Maintenance**

Schindler Elevator Corporation \$ 248,490.00  
 Full maintenance of City elevators.

**Buildings - Maintenance, Supplies & Contractors**

ABM Engineering Service \$ 728,002.00  
 Engineering services for mechanical-electrical services, fire  
 and life safety, heating, ventilating & air conditioning systems.

**TOTAL BUILDING AND FACILITIES:**

\$ 2,433,854.00

**VEHICLES - Supplies and Maintenance**

Bodyworks, Inc. \$ 80,000.00  
 Heil Rapid Rail refuse truck repair parts.  
 General Petroleum Corporation with CONTRACT \$ 800,000.00  
 Gasoline, diesel, fuel, lubricant products.

**EQUIPMENT - Supplies and Maintenance**

AT & T/Cingular Wireless \$ 68,080.00  
 Wireless service for public safety vehicles.  
 CDW Government, Inc. \$ 75,000.00  
 Computer equipment includes replacement parts, spares &  
 incidentals related to hardware, software &  
 Infrastructure equipment as-needed.  
 Compucom \$ 149,274.34  
 Maintenance and support of the City's Microsoft software  
 Dell Marketing L.P. \$ 100,000.00  
 Equipment including mobile computing hardware, peripherals  
 and related components in support of anticipated Council & City  
 Manager initiatives.  
 GovConnection, Inc. \$ 75,000.00  
 Replacement parts, spares & incidentals related to hardware,  
 software & infrastructure equipment.  
 Mainline Information Systems \$ 100,000.00  
 Replacement parts related to hardware, software and  
 infrastructure equipment.  
 Nextel/Sprint \$ 51,236.00  
 Cellular phone service for various departments.  
 Tiburon, Inc. \$ 113,924.00  
 Software support and maintenance.  
 Sungard Pentamation, Inc. \$ 119,551.76  
 Support and maintenance of software and hardware.  
 Xerox Capitol Services, LLC with CONTRACT \$ 431,000.00  
 Copier rentals.

**TOTAL VEHICLES AND EQUIPMENT**

\$ 2,163,066.10

**City of Beverly Hills**  
**Listing of Annual Blanket Purchase Orders**

**Exhibit - A**

<b>Postage</b>		
Neopost, Inc.	\$	174,572.04
Rental, maintenance, repair and supplies for Neopost mail machine.		
<b>Office Supplies</b>		
Office Max, Incorporated	\$	168,147.08
Citywide office supplies.		
<b>Uniforms, Linens, Etc.</b>		
Angelica Textile Services	\$	108,590.00
Rental and cleaning of uniforms and towels.		
Galls Retail Ca Lock Box	\$	88,806.26
Uniforms and accessories.		
<b>TOTAL POSTAGE, UNIFORMS AND SUPPLIES</b>		<b>\$ 540,115.38</b>
 <b>ENTERPRISE FUND OPERATIONS</b>		
<b>Parking Operations</b>		
Ampco System Parking	\$	76,000.00
Valet parking services in various City Parking Facilities.		
<b>Solid Waste and Refuse Disposal</b>		
Crown Disposal Co., Inc.	\$	6,640,000.00
Commercial and residential solid waste collection.		
<b>Water System</b>		
Ads Environmental Services	\$	60,000.00
Maintenance and repair services for sewer flow monitoring equipment and monthly wastewater sampling and data analysis.		
C. Wells Pipeline Materials, Inc.	\$	136,500.00
Waterworks supplies.		
J W D'Angelo Co.	\$	96,500.00
Supply parts to repair the City's water system.		
L A County Department of Public Works	\$	55,500.00
Administration of industrial wastewater discharge program; maintenance of traffic signals.		
Layne Christensen Company	\$	100,000.00
Maintenance & repair services of water well and pumping station facilities.		
Truesdail Laboratories, Inc.	\$	109,500.00
Wastewater, stormwater & potable water sampling and analysis.		
Western Water Works Supply Co.	\$	121,500.00
Various waterworks supplies.		
<b>TOTAL ENTERPRISE FUND OPERATIONS:</b>		<b>\$ 7,395,500.00</b>

**City of Beverly Hills**  
**Listing of Annual Blanket Purchase Orders**

**Exhibit - A**

**Library**

Baker and Taylor, Inc.	\$ 257,928.76
Book purchases.	
Brodart Company	\$ 72,606.88
Book purchases, library materials and supplies.	
EBSCO Subscription Services	\$ 108,250.00
Subscription services and database access.	
Thomson-Gale	\$ 184,999.76
Standing order titles.	

**Recreation & Parks**

Avalon Communications	\$ 78,064.98
Printing & Mailing Services.	
Brit West Soccer, Inc.	\$ 62,000.00
Youth Soccer instruction.	
Diego Cevallos dba Beverly Hills Aquatics	\$ 100,000.00
Swim instructions and programs.	
Nisha Marie Thomas with <b>CONTRACT</b>	\$ 70,000.00
Children's Educational Workshop instructor.	
PCS Enterprises, Inc. dba Prime Time Sports Camp	\$ 130,000.00
Youth sports instruction.	
Star, Inc.	\$ 210,000.00
After school class instruction.	
Yong T Lee dba Planet Bravo, LLC	\$ 110,000.00
Technology focused summer and winter camp instruction.	

**Landscape Maintenance**

Truegreen LandCare	\$ 437,639.00
Landscape maintenance.	
West Coast Arborist, Inc.	\$ 1,677,000.00
Maintenance of the City's urban forest- removal/replacement of trees and alley tree trimming and weed abatement maintenance services.	

<b>TOTAL COMMUNITY SERVICES:</b>	<b>\$ 3,498,489.38</b>
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**Bus and Shuttle Transportation Services**

Jewish Family Services	\$ 250,000.00
Administration of Taxi-coupon, Lift-van voucher & Senior Case Management programs.	
MV Transportation	\$ 648,430.00
Management of City's transit services.	

<b>TOTAL TRANSPORTATION SERVICES:</b>	<b>\$ 898,430.00</b>
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**Audit Services**

Mayer Hoffman McCann, P.C.	\$ 79,000.00
Professional Auditing Services.	
MBIA Muniservices Company	\$ 1,071,150.18
Business tax audit services.	

**Bank Services**

U S Bank	\$ 50,800.63
Bonds	

**City of Beverly Hills**  
**Listing of Annual Blanket Purchase Orders**

**Exhibit - A**

**Consulting Services**

Adminsure	\$ 265,000.00
Worker's compensation self-insurance administration services.	
Aon Consulting & Insurance Services with CONTRACT Actuarial Services.	\$ 72,000.00
ACS State & Local Solutions	\$ 800,000.00
Processing service for the City's Parking Citation Management System.	
Carl Warren	\$ 95,000.00
Self-insurance administration services.	
Data Systems Worldwide, Inc.	\$ 290,000.00
T-1 internet Access; consulting services related to the City's network security system; and hardware/software support.	
Dapeer, Rosenblit & Litvak, LLP.	\$ 300,000.00
Municipal code enforcement legal services.	
HF&H Consultants	\$ 110,000.00
Solid waste analysis including rates and operational audits.	
Hughes Consulting	\$ 70,000.00
Development and implementation of a succession planning and leadership development process and other related training services.	
Richards, Watson & Gershon	\$ 2,100,000.00
Legal Services.	
Tegner-Miller Insurance	\$ 2,685,000.00
Brokerage services relatd to the City's insurance needs.	
Wittman Enterprises, LLC	\$ 55,000.00
Ambulance Billing and Collection Services.	

**Advertising**

The Beverly Hills Courier Publishing Co., LLC.	\$ 74,885.00
Advertising and notices in the newspaper.	
Beverly Hills Weekly	\$ 55,130.00
Advertising and notices in the newspaper.	

**Employment Agencies and Temporary Help**

Robert Half International, Inc. DBA Accountemps and Office Team	\$ 60,420.00
Temporary Staffing services.	

<b>TOTAL CONSULTANTS AND SERVICES</b>	<b>\$ 8,233,385.81</b>
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<b>TOTAL:</b>	<b>\$ 25,162,840.67</b>
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AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND AON CONSULTING FOR  
ACTUARIAL SERVICES

NAME OF CONSULTANT: Aon Consulting

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Bradley J. Au, Senior Vice President

CONSULTANT'S ADDRESS: 707 Wilshire Boulevard, Suite 5700  
Los Angeles, California 90017  
Attention: Bradley J. Au, Vice President.

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Scott G. Miller, Director of  
Administrative Services/CFO

COMMENCEMENT DATE: May 1, 2007

TERMINATION DATE: June 30, 2011

CONSIDERATION: Not to exceed \$72,000 (including  
materials and reimbursement);  
  
Based on the rates set forth in Exhibit B-1

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND AON CONSULTING FOR  
ACTUARIAL SERVICES

This Amendment No. 1 is to that certain Agreement, dated September 12, 2007, and identified as Contract No. 380-07 (the "Agreement"), a copy of which is on file in the office of the City Clerk, between the City of Beverly Hills, (hereinafter called "CITY"), and Aon Consulting (hereinafter called "CONSULTANT") for actuarial services.

RECITALS

A. CITY entered into a written Agreement, dated September 12, 2007, for actuarial services.

B. CITY desires to expand the Scope of Services and increase the Consideration to compensate CONSULTANT for the additional work.

NOW, THEREFORE, the parties hereto do amend the Agreement as follows:

Section 1. The Scope of Services shall be amended to include Exhibit A-1, "Scope of Additional Services" attached hereto and incorporated herein by this reference. Such additional services shall be performed as requested by CITY.

Section 2. The Consideration is hereby amended as set forth above and more specifically described in Exhibit A-1.

Section 3. Except as expressly amended herein, the Agreement shall remain in full force and effect.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ at Beverly Hills, California.

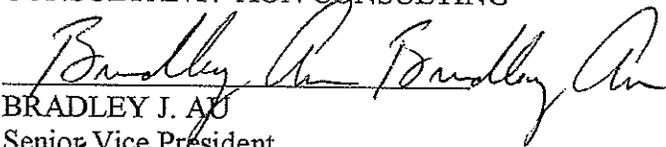
CITY OF BEVERLY HILLS  
A Municipal Corporation

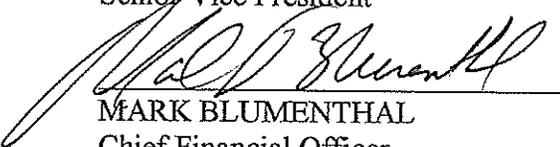
\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills,  
California

ATTEST:

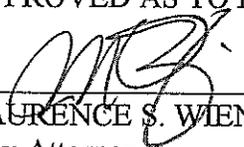
\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

CONSULTANT: AON CONSULTING

  
\_\_\_\_\_  
BRADLEY J. AON  
Senior Vice President

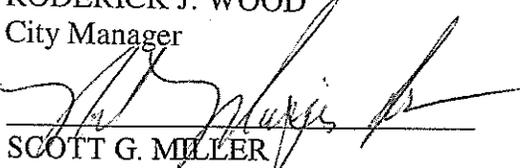
  
\_\_\_\_\_  
MARK BLUMENTHAL  
Chief Financial Officer

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD  
City Manager

  
\_\_\_\_\_  
SCOTT G. MILLER  
Director of Administrative Services/CFO

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

## EXHIBIT A-1

### SCOPE OF ADDITIONAL SERVICES

Between January 1, 2008 and June 30, 2011, CONSULTANT shall provide the following additional services:

1. Currently, based on the December 28, 2007 Government Accounting Standards Board) 45 Other Post Employment Benefits ("OPEB") Report, the Annual Required Contribution ("ARC") for a fully funded liability is \$3-million. CONSULTANT shall develop an OPEB scenario and calculate the ARC based on a \$5-million contribution. Upon request by CITY, CONSULTANT shall develop additional OPEB funding scenarios and calculate the ARC.

2. Determine the viability of making individual retirement medical benefits portable based on OPEB present values by determining the cash value equivalent to the current benefits. CONSULTANT shall provide a liability for a) past service, and b) the annual cost for future service.

3. Analyze the impact of vesting on contribution allocations under item 2 of this exhibit, using a 2-year vesting program, a 5-year vesting program, and an immediate vesting (no forfeiture) program, comparing the forfeiture values of current population using current turnover assumptions

Estimated costs for items 1-3 - \$5,000 to \$17,000

4. Every other year, or as requested by CITY, CONSULTANT shall estimate the CITY's cost of "PERS on PERS" for Employee Associations who adopt this PERS

contract amendment. These estimates shall follow PERS' staff initial estimate; and shall be done in accordance with PERS rules.

5. Review the current CITY formula for the Public Safety Officer Tax Override for payment increased CalPERS Retirement Costs for Police and Fire Personnel and assist CITY staff in determining the proper financial model to use in conjunction with the voter approved tax override.

6. Assist CITY in determining a total cost value for accumulated retiree health benefits for employees eligible for these benefits and a monthly cash contribution value to substitute for current retiree health benefits that are entitled by current employees.

Estimated costs for items 4-6 have not yet been determined; however the contract total cost shall not exceed \$72,000.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
BEVWOOD FUN CAMP FOR YOUTH BASKETBALL AND  
VOLLEYBALL SKILLS CLASSES AND CAMPS THROUGH  
THE CITY'S COMMUNITY SERVICES DEPARTMENT

NAME OF CONTRACTOR: Bevwood Fun Camp

RESPONSIBLE PRINCIPAL  
OF CONTRACTOR: Bill Smith, Owner

CONTRACTOR'S ADDRESS: 6124 Buckingham Parkway, #208  
Culver City, California 90230

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

COMMENCEMENT DATE: July 1, 2008

TERMINATION DATE: June 30, 2009, unless extended pursuant to  
Section 2 of the Agreement

CONSIDERATION: Not to exceed \$50,000 per year at the rate  
described in Section 3 of the Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
BEVWOOD FUN CAMP FOR YOUTH BASKETBALL AND  
VOLLEYBALL SKILLS CLASSES AND CAMPS THROUGH  
THE CITY'S COMMUNITY SERVICES DEPARTMENT

THIS AGREEMENT is made as by and between the City of Beverly Hills (hereinafter called "City"), and Bevwood Fun Camp (hereinafter called "Contractor").

RECITALS

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

B. Contractor represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. Contractor's Services. Contractor shall perform the services to the satisfaction of City as described in Exhibit A.

Section 2. Time of Performance. Contractor shall perform the services on or by the Termination Date set forth above. The City Manager or his designee may extend the time of performance in writing for two additional one-year terms pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation and Payment.

(a) Upon satisfactory completion of all sports camp and class services to be provided pursuant to Exhibit A of this Agreement, City shall pay Contractor in an amount not to exceed the amount set forth above, at the rate of seventy percent (70%) of the City resident rate multiplied by the number of registrants of the classes provided by Contractor for City under this Agreement. City shall pay Contractor fifty percent (50%) of such amount half-way through each City session and fifty percent (50%) at the conclusion of each session.

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

Section 4. 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 5. Responsible Principal.

(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 Principal by Contractor shall not be made without the 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 6. Personnel.

(a) Contractor represents that it has, or shall secure at its own expense, all personnel required to perform Contractor's services under this Agreement. Contractor shall at all times be responsible for the services of such personnel.

(b) Prior to Contractor performing services under this Agreement, Contractor and Contractor's personnel shall be fingerprinted by the City Police Department in order to conduct a State Department of Justice ("DOJ") background check. City shall waive the administrative cost of fingerprinting and shall pay the DOJ fees. If Contractor or any Contractor personnel have been convicted of a misdemeanor or felony involving moral turpitude according to the DOJ report, City may terminate this Agreement immediately.

Section 7. 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 services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Contractor.

Section 8. Insurance.

(a) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor.

(b) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability insurance covering personal injury and property damage, with minimum limits of One Hundred Thousand/Three Hundred Thousand Dollars (\$100,000/\$300,000) per occurrence, covering any vehicle utilized by Contractor in performing the services required by this Agreement.

(c) Contractor agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation and employer's insurance as required by law. If Contractor represents that it is not required by law to maintain such coverage, Contractor shall sign an affidavit in a form approved by City to this effect.

(d) Contractor shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(e) 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.

(f) 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.

(g) 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 B, 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 policies of insurance required by this Agreement 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.

(h) 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.

(i) 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 9. Indemnification. Contractor agrees to indemnify, defend and hold harmless City, City Council and each member thereof, and every officer, and employee of the City, from any claim, liability or financial loss including, without limitation, attorneys fees and costs, arising in any manner whatsoever from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor or any person employed by Contractor, including agents and independent contractors, in the performance of this Agreement. The duties set forth in this Section shall survive termination of this Agreement.

#### Section 10. Termination.

(a) City may terminate this Agreement at any time without cause by giving five (5) days prior written notice of such termination to the non-terminating party, and by specifying the effective date thereof. If this Agreement is terminated by City as provided herein prior to the commencement of a session, City shall not pay Contractor for that session. If this Agreement is terminated by City as provided herein during a session, City shall pay Contractor for its services satisfactorily rendered as of the date of termination a pro rated share of the amount due Contractor for that session. In no event shall the amount of money to be paid under the foregoing provisions of this paragraph exceed the amount which would be paid Contractor for the full performance of the services required by this Agreement.

(b) In the event City determines that enrollment in the basketball camp is insufficient, funds or facilities become unavailable, or Contractor does not perform the services required by this Agreement to the satisfaction of City, City may terminate this Agreement and City shall not pay Contractor for the services performed.

Section 11. Licenses and Permits. Contractor agrees to maintain in effect at all times valid local, state and federal licenses and permits.

Section 12. Notice. Any notice required to be given to Contractor shall be deemed duly and properly given upon delivery, if sent to Contractor postage prepaid to the Contractor's address set forth above or personally delivered to Contractor at such address or other address specified to City in writing by Contractor.

Any notice required to be given to City shall be deemed duly and properly given upon delivery, if sent to City postage prepaid to City's address set forth above or personally delivered to City at such address or other address specified to Contractor in writing by City.

Section 13. Successors and Assigns. Contractor shall not assign or attempt to assign any portion of this Agreement without the written approval of City.

Section 14. 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 15. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 16. Attorney's Fees. In the event that City or Contractor commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 17. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills,  
California

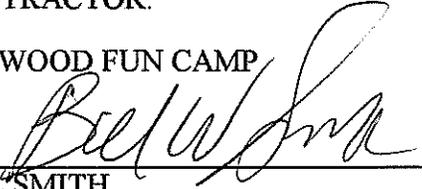
ATTEST:

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

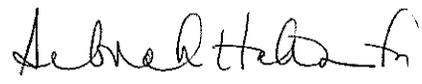
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CONTRACTOR:

BEVWOOD FUN CAMP

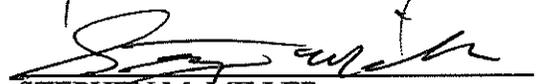
  
\_\_\_\_\_  
BILL SMITH  
Owner

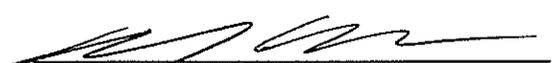
APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
RODERICK J. WOOD  
City Manager

  
\_\_\_\_\_  
STEPHEN M. MILLER  
Director of Community Services

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

## EXHIBIT A

### Scope of Services

Contractor shall provide youth basketball and volleyball skills instruction for City's Community Services Department in accordance with a schedule mutually agreed upon by the parties in writing. The schedule is subject to change by City, which may reschedule or cancel any or all classes at its discretion. City shall set the rates charged for the basketball and volleyball skills classes.



EXHIBIT B

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

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

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

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

RM02.DOC REVISED 10/14/96.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND CEDARS-SINAI MEDICAL CENTER FOR EMERGENCY  
MEDICAL PROGRAM SERVICES

This Agreement is made and entered into by and between the City of Beverly Hills, a municipal corporation ("City") and Cedars-Sinai Medical Center, a California nonprofit public benefit corporation ("Medical Center"), which has designated Joel Geiderman, M.D. ("Consultant") to act on behalf of the Medical Center.

RECITALS

A. The City provides pre-hospital emergency medical care to the public within its area of responsibility and desires to provide high quality care within prevailing medical technology.

B. To this end, the City has determined it is a matter of public convenience and necessity to engage the specialized services of a Consultant who will provide emergency medical training design, implementation and supervision for the Beverly Hills Fire Department ("Fire Department").

C. The State of California has mandated quality assurance of emergency medical care and annually reviews and updates emergency medical service regulations.

D. The City is authorized by the Government Code to enter into professional, expert technical and specialized services.

E. The Consultant is a recognized medical professional with extensive experience and training in emergency medicine who serves as the Co-Director of Medical Center's Emergency Department pursuant to a contract by and between Community Urgent Care Medical Group, Inc. The Consultant has provided such services to City since 1996 and represents that he is qualified to provide the services required by this Agreement.

F. City desires to hire the Medical Center to provide the services of Consultant to perform services required by this Agreement.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. Consultant's Services.

A. In performing the services required by this Agreement, the Consultant shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances.

B. The Consultant shall design, initiate, advise and evaluate additions to the City's Emergency Medical Services ("EMS") program, including, but not limited to:

- (1) Emergency Medical Technician operational policies, practices and training.
- (2) EMT-1 and paramedic training modules.
- (3) Quality assurance and risk management.
- (4) Communicable disease exposure prevention and education.
- (5) Design of pre-hospital emergency medical care improvements.
- (6) Emergency medicine training for EMT-1's and paramedics.
- (7) Physical requirements and personnel fitness programs.
- (8) Recommend emergency medicine service criteria.

C. The Consultant, in association with the Fire Chief, shall oversee, coordinate and administer the Reserve Physician Program which utilizes volunteer physicians.

D. The Consultant shall represent the City on all appropriate State and County emergency medical services-related business as directed by the Fire Chief, including attendance at major emergency incidents, subject to Consultant's superseding obligations to Medical Center with respect to emergency incidents or duties. Consultant shall be the liaison between the City and the base hospital medical directors, and other physicians, the Local EMS Agency (Department of Health Services), and the State EMS Authority.

E. The Consultant shall coordinate and direct the activities of any other physician involved in Fire Department activities.

F. The Consultant shall undertake special assignments as directed by the Fire Chief and as mutually agreed upon.

G. The Consultant shall be considered the Medical Director of the Fire Department.

## II. Term

The term of this Agreement shall commence on July 1, 2008 and terminate on June 30, 2011 unless extended in writing as described in this section for an additional period not to exceed two years. Thirty days prior to June 30, 2011, the Fire Chief and the Medical Center may mutually agree in writing to extend this Agreement through June 30, 2013, at the level of compensation specified in Section VI herein.

## III. Performance Requirements.

A. The Medical Center agrees to provide the services of Consultant to the City for a minimum of 384 hours per year. Consultant shall not provide more than 504 hours of service per year unless approved in advance in writing by the Fire Chief or his Chief Deputy. For purposes of Section IIIA and Section VI hereof, year shall mean the 12-month consecutive period commencing July 1st through June 30th of the following year.

B. The Consultant shall maintain an active emergency medicine practice at Medical Center to ensure that his clinical expertise stays current. This will help ensure that advice given is consistent with current, accepted medical practice.

## IV. City's Responsibility.

City shall provide Consultant with all pertinent data, documents and other requested information as is available for the proper performance of Consultant's services. The City has considered and waived any conflict of interest which may appear as a result of Consultant's continuing role as Co-Director of the ER Department at Medical Center.

V. Documents and Drawings.

A. All data, information and drawings prepared for the City and furnished to City in connection with this Agreement shall become the property of the City, and the City may use all or any portion of the work submitted by Consultant pursuant to this Agreement as the City deems appropriate.

B. All data prepared by Consultant under this Agreement is strictly confidential and shall not be disclosed in any manner by Consultant without City's consent. Upon reasonable notice by City, Consultant shall deliver any and all data, reports or similar documents to the City.

VI. Consideration.

A. The Medical Center shall be compensated for hours actually invoiced to the City at the rate of \$70.00 per hour for a maximum of 504 hours a year, unless the Fire Chief or Chief Deputy specifically requests in writing that Consultant provide additional hours of service for that year. This compensation rate may be increased up to 4.5% per year by the City, in its sole discretion, at the beginning of each fiscal year that this Agreement remains in effect.

B. If the Consultant performs more than 504 hours per year as specifically approved by the Fire Chief or Chief Deputy, Medical Center shall be compensated at the rate of \$75.00 per hour for each hour over 504 hours. This \$75.00 hourly rate may be increased by up to 4.5% per year by the City, in its sole discretion, at the beginning of each fiscal year that this Agreement remains in effect. Any approved increase in the hourly rates shall be applied to the maximum annual Agreement amount.

C. City reserves the right to disallow any annual compensation rate increase requests.

D. The Medical Center will be compensated on an eight-hour day basis when Consultant is required to work outside the County of Los Angeles in performance of this Agreement as approved in writing in advance by the Fire Chief or his designee. Copies of all approvals shall be sent to the Department of Finance Administration attached to appropriate invoices.

E. Medical Center shall be compensated in accordance with this Section for Consultant's attendance at professional conferences related to the performance of this Agreement if approved in advance and in writing by the Fire Chief or Chief Deputy.

F. City shall pay Medical Center for Consultant's professional fees and expenses as set forth in Sections VI and VII of this Agreement, a sum not to exceed Thirty-Five Thousand Two Hundred Eighty Dollars (\$35,280) per year.

G. Medical Center shall pass through to Consultant all sums paid by City pursuant to services provided by Consultant under this Agreement. Such payments shall be reported on an IRS Form 1099.

VII. Travel, Training Memberships and Reimbursements.

City shall pay for and/or reimburse Medical Center for Consultant's expenses related to travel, training, membership in professional medical organizations authorized by City, per diem expenses in accordance with City policy, as invoiced to the City in accordance with Section XII of this Agreement. Reimbursed expenses authorized by this Section will be charged against the compensation maximum authorized by Section VI of this Agreement.

VIII. Provision of Necessary Resources.

A. The City shall provide, at no cost to the Consultant, appropriate fire safety clothing necessary for him to respond to emergency incidents in the performance of this Agreement. Such safety clothing shall remain the property of the City.

B. The Consultant shall be provided secretarial support and necessary office supplies and equipment in performance of this Agreement as determined by the City. If exclusive office space is unavailable, the Consultant shall have a designated, secured work area.

IX. Resolution of Issues.

In the event that the Consultant makes a recommendation regarding the provision of emergency medical services that is challenged by the City's administrative or program staff and a compromise cannot be achieved, the issues shall be resolved by the Fire Chief.

X. Indemnification.

Medical Center agrees to indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City, from any 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 Medical Center, Consultant or any person employed by Medical Center or Consultant in the performance of this Agreement.

XI. Insurance.

A. Medical Center shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, 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 the Medical Center or Consultant or maintain an equivalent self-insurance program, subject to the written approval of the City, which approval shall not be unreasonably withheld.

B. Medical Center or Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, 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 services required by this Agreement or maintain an equivalent self-insurance program, subject to the written approval of City, which approval shall not be unreasonably withheld.

C. Medical Center shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance, with minimum

limits of One Million (\$1,000,000) Dollars or maintain an equivalent self-insurance program with respect to Medical Center's or Consultant's professional services, subject to the written approval of the City, which approval shall not be unreasonably withheld.

D. Medical Center or Consultant agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

E. 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 or by an acceptable self-insurance program maintained by Medical Center, subject to the approval of the City, which approval shall not be unreasonably withheld.

F. Medical Center 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 Medical Center's expense, the premium thereon.

G. At all times during the term of this Agreement, Medical Center shall maintain on file with the City Clerk a certificate or certificates of insurance or self-insurance on the form set forth in Exhibit A, showing that the aforesaid policies are in effect in the required amounts. Medical Center shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement 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.

H. The insurance provided by Consultant and/or Medical Center shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

I. 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.

XII. Payment.

A. Consultant shall maintain a detailed log of activities and hours of performance for evaluation and audit purposes during the term of this Agreement and for a period of three (3) years thereafter.

B. Consultant shall provide complete original invoices to the City at:

Beverly Hills Fire Department  
445 N. Rexford Drive  
Beverly Hills, Ca. 90210

It is estimated that Consultant shall receive payment within thirty (30) days from the approval of an invoice, provided Consultant is in compliance with the billing procedures specified herein.

C. Invoices for reimbursement of per diem, training, conference and any other additional expenses must be accompanied by original receipts, documenting the expense.

XIII. Changes in Scope of Work.

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 either City or Consultant must be made in writing and approved by both parties.

XIV. Conflicts of Interest.

Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code §§ 1090 and 87100) in any decision made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement. City acknowledges Consultant's role as Co-Director of Medical Center's Emergency Room and has independently determined that the role does not make Consultant or Medical Center a "financially interested" party.

XV. Independent Contractor.

Medical Center is and shall at all times remain, as to City, a wholly independent contractor. Consultant shall at all times remain, as to Medical Center, an independent contractor. Neither City nor any of its agents shall have control over the conduct of Medical Center or Consultant or any of their 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.

XVI. Fair Employment Practices/Equal Opportunity Acts.

In the performance of this Agreement, Medical Center shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Sections 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. §§ 200e-217), whichever is more restrictive.

XVII. Successors and Assigns.

This Agreement covers professional services of a specific and unique nature. Medical Center shall not assign or attempt to assign any portion of this Agreement without the written approval of City.

XVIII. Cancellation of Agreement.

A. City or Medical Center may cancel this Agreement at any time upon five (5) days written notice to the other party. Medical Center agrees to cease all work under this Agreement on or before the effective date of any such notice.

B. In the event of termination or cancellation of this Agreement by City or Medical Center, due to no fault or failure of performance by Consultant, Medical Center shall be paid full compensation for all services performed by Consultant, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Consultant shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation based on the hourly rates set forth in Section VI of this Agreement; provided, in no

event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Medical Center for the full performance of the services required by this Agreement.

XIX. Notices.

All notices other than invoices submitted under this Agreement shall be sent to the City as follows:

Timothy J. Scranton, Fire Chief  
Beverly Hills Fire Department  
445 N. Rexford Drive  
Beverly Hills, California. 90210

Notices submitted under this Agreement shall be sent to Medical Center as follows:

Cedars-Sinai Medical Center  
8700 Beverly Boulevard, Room 1109  
Los Angeles, California 90048  
Attention: Senior Vice President for Medical Care Services

Joel Geiderman, M.D.  
c/o Emergency Department  
Cedars Sinai Hospital  
8700 Beverly Boulevard  
Los Angeles, California 90048

Either party may designate in writing any other addresses or persons to whom notices may be sent.

XX. Extent of Agreement

This Agreement represents the entire and integrated Agreement of the parties and supersedes any and all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XXI. Effective Date of this Agreement.

This Agreement, made in duplicate, is executed by the parties on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, at Beverly Hills, California.

“City”

CITY OF BEVERLY HILLS, a municipal corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills, California

ATTEST:

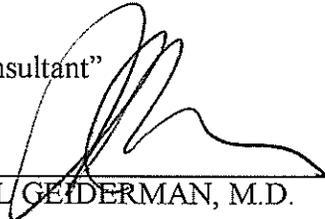
\_\_\_\_\_  
BYRON POPE  
City Clerk (SEAL)

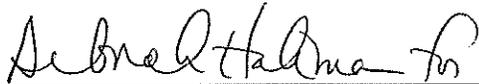
“Medical Center”

CEDARS-SINAI MEDICAL CENTER, a California nonprofit public benefit corporation

By:   
Name: Linda Procci  
Title: Vice President - Patient Care

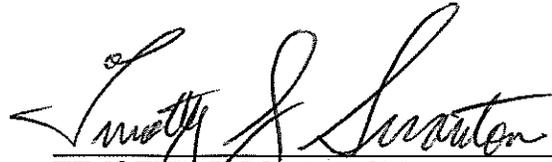
By:   
Name: Ed Prunchunas  
Title: Chief Financial Officer

“Consultant”  
  
\_\_\_\_\_  
JOEL GEIDERMAN, M.D.

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:  
\_\_\_\_\_  
RODERICK J. WOOD  
City Manager

[Sgnatures Continue]



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TIMOTHY J. SORANTON  
Fire Chief

---

KARL KIRKMAN  
Risk Manager

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
DESTINATION SCIENCE CAMP TO CONDUCT SCIENCE  
CAMP ACTIVITIES THROUGH THE CITY'S COMMUNITY  
SERVICES DEPARTMENT

NAME OF CONTRACTOR: Destination Science Camp

RESPONSIBLE PRINCIPAL  
OF CONTRACTOR: Heena Desai, Secretary

CONTRACTOR'S ADDRESS: 953 N. Elm  
Orange, California 92867

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

COMMENCEMENT DATE: July 1, 2008

TERMINATION DATE: June 30, 2009, unless extended pursuant to  
Section 2 of the Agreement

CONSIDERATION: Not to exceed \$44,000 per year at the rate of  
70% of the registration fees as described in  
Section 3

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
DESTINATION SCIENCE CAMP TO CONDUCT SCIENCE  
CAMP ACTIVITIES THROUGH THE CITY'S COMMUNITY  
SERVICES DEPARTMENT

THIS AGREEMENT is made as by and between the City of Beverly Hills (hereinafter called "City"), and Destination Science Camp (hereinafter called "Contractor").

RECITALS

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

B. Contractor represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. Contractor's Services. Contractor shall perform the services to the satisfaction of City as described in Exhibit A.

Section 2. Time of Performance. Contractor shall perform the services on or by the Termination Date set forth above. The City Manager or his designee may extend the time of performance in writing for two additional one-year terms pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation and Payment.

(a) Upon satisfactory completion of all science camp services to be provided pursuant to Exhibit A of this Agreement, City shall pay Contractor compensation in an amount not to exceed the amount set forth above at the rate of seventy percent (70%) of the City resident rate multiplied by the number of registrants of the classes provided by Contractor for City under this Agreement.

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

Section 4. 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 5. Responsible Principal.

(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 Principal by Contractor shall not be made without the 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 6. Personnel.

(a) Contractor represents that all of the services required under this Agreement shall be performed by Contractor. Contractor further represents that it is qualified to perform such services.

((b) Prior to Contractor performing services under this Agreement, Contractor and Contractor's personnel shall be fingerprinted by the City Police Department in order to conduct a State Department of Justice ("DOJ") background check. City shall waive the administrative cost of fingerprinting and shall pay the DOJ fees. If Contractor or any Contractor personnel have been convicted of a misdemeanor or felony involving moral turpitude according to the DOJ report, City may terminate this Agreement immediately.

Section 7. 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 services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Contractor.

Section 8. Insurance.

(a) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor.

(b) Contractor agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(c) Contractor shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(d) 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.

(e) 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.

(f) 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 B, 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 policies of insurance required by this Agreement

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.

(g) 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.

(h) 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 9. Indemnification. Contractor agrees to indemnify, defend and hold harmless City, City Council and each member thereof, and every officer, and employee of the City, from any claim, liability or financial loss including, without limitation, attorneys fees and costs, arising in any manner whatsoever from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor or any person employed by Contractor, including agents and independent contractors, in the performance of this Agreement. The duties set forth in this Section shall survive termination of this Agreement.

Section 10. Termination.

(a) City may terminate this Agreement at any time without cause by giving five (5) days prior written notice of such termination to the non-terminating party, and by specifying the effective date thereof. If this Agreement is terminated by City as provided herein prior to the commencement of a session, City shall not pay Contractor for that session. If this Agreement is terminated by City as provided herein during a session, City shall pay Contractor for its services satisfactorily rendered as of the date of termination a pro rated share of the amount due Contractor for that session. In no event shall the amount of money to be paid under the foregoing provisions of this paragraph exceed the amount which would be paid Contractor for the full performance of the services required by this Agreement.

(b) In the event City determines that enrollment in the science camps is insufficient, funds or facilities become unavailable, or Contractor does not perform the services required by this Agreement to the satisfaction of City, City may terminate this Agreement and City shall not pay Contractor for the services performed.

Section 11. Licenses and Permits. Contractor agrees to maintain in effect at all times valid local, state and federal licenses and permits.

Section 12. Notice. Any notice required to be given to Contractor shall be deemed duly and properly given upon delivery, if sent to Contractor postage prepaid to the Contractor's address set forth above or personally delivered to Contractor at such address or other address specified to City in writing by Contractor.

Any notice required to be given to City shall be deemed duly and properly given upon delivery, if sent to City postage prepaid to City's address set forth above or personally delivered to City at such address or other address specified to Contractor in writing by City.

Section 13. Successors and Assigns. Contractor shall not assign or attempt to assign any portion of this Agreement without the written approval of City.

Section 14. 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 15. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 16. Attorney's Fees. In the event that City or Contractor commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 17. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determine by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CITY OF BEVERLY HILLS  
a Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills, California

ATTEST:

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

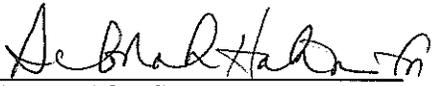
CONTRACTOR: DESTINATION SCIENCE  
CAMP

  
KATHLEEN HERAGHTY  
Director

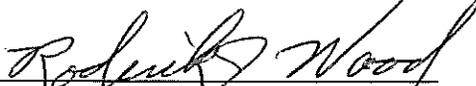
  
HEENA DESAI  
Secretary

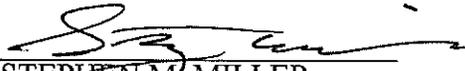
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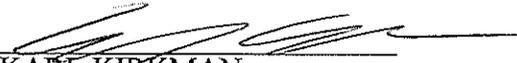
APPROVED AS TO FORM:

  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

  
RODERICK J. WOOD  
City Manager

  
STEPHEN M. MILLER  
Director of Community Services

  
KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### Scope of Services

Contractor shall provide science camp activities as described in Exhibit A-1, attached hereto and incorporated herein by this reference, to City in accordance with a schedule mutually agreed upon by the parties in writing. The schedule is subject to change by City, which may reschedule or cancel any or all science camp activities at its discretion. City shall set the rates charged for the science camps.

## EXHIBIT A-1

### Raging Wet Reaction Lab©

Build your own Chemistry Kit so you can become a science wizard and do all the amazing reaction experiments we do at camp... at HOME! Experience bubbling, frozen CO<sub>2</sub> and a new polymer slime you can eat. Build an electric propeller-powered, submersible marine monster to race in our raging wet splash zone. Experience the wet and wild excitement of fantastic physics when you enter the gravity water balloon drop zone.

### Hydrio Galactic Rocket Mania!©

This rocket uses the power of air pressure & water for crazy water soaking fun flights. Design the all new electric powered Space-age Universal Vehicle (SUV). Design your own future planetary exploring vehicle. Everyone will build the all new far out flight ring launcher. You can launch your flight ring across a field to a friend or send a secret message anywhere, anytime. This Ultimate space camp includes a crazy diving submarine, a Mars volcano you can eat and much more!

### Extreme Battlebots!©

Enter the robot building lab as you design your very own all new, K'NEX motorized creature, to add to your robot collection. This ultimate robot camp includes building your own bubble blaster, high wire robot, and crazy centripetal art masterpiece-maker. Enter the Techno Fun Zone as you use the immense energy of our star, the Sun, to power up your solar powered mini dune buggy. Meet "STINGER" the robo-bug scorpion that you create to race & battle. Wire your own electronic game and build a secret pin radio that really works. Build your very own electric telephone voice recorder to send messages & to store our your secret formulas.

### Outrageous Science Mysteries!©

Enter the CSS (Crime Scene Science) Lab, become a Science Detective using your very own secret agent crime solver kit complete with a mini microscope, giant magnifying glass and fingerprint duster. Join all camp Science Treasure Quest Adventure; use compass binoculars, glowing chemical reaction balls and a super sonic spy ear to find a different treasure each day. Use a real stethoscope that you put together yourself to listen to the most extreme muscle in your body. Then grow the most outrageous prehistoric life form ever, a dinosaur plant!! This action-packed camp includes - crazy crystal growing, mysterious squid creatures, terrible Tornado science and will take you to the edge and back!



**EXHIBIT B**

**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	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

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

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

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

RM02.DOC REVISED 10/14/96.

AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND GENERAL PETROLEUM  
CORPORATION (FORMERLY GP RESOURCES, INC.) FOR  
PROVISION OF GASOLINE, DIESEL FUEL, AND  
LUBRICANTS

NAME OF VENDOR: General Petroleum Corporation (formerly  
GP Resources, Inc.)

RESPONSIBLE PRINCIPAL OF VENDOR: George Hopwood, Manager of Government  
Sales

VENDOR'S ADDRESS: 19501 S. Santa Fe Avenue  
Rancho Dominguez, CA 90221

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Rene Biadoma  
Fleet Services Manager

COMMENCEMENT DATE: July 1, 2004

TERMINATION DATE: June 30, 2009 and may be extended as  
described in Section 3 of this Agreement.

CONSIDERATION: Not to exceed \$800,000 per year and more  
particularly described in Exhibit A and  
Attachment I

AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND GENERAL PETROLEUM CORPORATION (FORMERLY GP RESOURCES, INC.) FOR PROVISION OF GASOLINE, DIESEL FUEL, AND LUBRICANTS

This Amendment No. 3 is to that certain Agreement between the City of Beverly Hills, a municipal corporation ("CITY"), and General Petroleum Corporation (formerly GP Resources, Inc.) ("VENDOR"), dated September 9, 2004, and identified as Contract No. 290-04 as amended by Amendment No. 1 dated May 23, 2006 and identified as Contract No. 147-06, and further amended by Amendment No. 2, dated July 24, 2007 and identified as Contract No. 303-07 ("Agreement"), for provision of gasoline, diesel fuel and lubricants.

RECITALS

A. CITY entered into a written agreement with VENDOR, dated September 9, 2004 for provision of gasoline, diesel fuel and lubricants, which has been previously amended.

B. CITY desires to extend the Termination Date, and due to increases in the cost of petroleum products, amend the Agreement to further increase the compensation.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Termination Date shall be amended as set forth above.

Section 2. The Consideration shall be amended as set forth above.

Section 3. Except as amended by Sections 3 and 4 of Amendment No. 2 and as specifically amended herein, the Agreement shall remain in full force and effect.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Beverly Hills,  
California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills, California

ATTEST:

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

VENDOR: GENERAL PETROLEUM  
CORPORATION

\_\_\_\_\_  
ANTHONY MARDESICH  
Vice President

\_\_\_\_\_  
SEAN KHA  
Vice President-Finance

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD  
City Manager

\_\_\_\_\_  
DAVID D. GUSTAVSON  
Director of Public Works & Transportation

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

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND HUGHES CONSULTING FOR DEVELOPMENT AND  
IMPLEMENTATION OF A SUCCESSION PLANNING AND  
LEADERSHIP DEVELOPMENT PROCESS AND OTHER  
RELATED TRAINING SERVICES

NAME OF CONSULTANT: Hughes Consulting

RESPONSIBLE PRINCIPAL OF CONSULTANT: Richard Hughes

CONSULTANT'S ADDRESS: 7175 Hollowbrook Drive  
Edmond, Oklahoma 73003

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Sandra Olivencia  
Assistant Director of Administrative  
Services/Human Resources

COMMENCEMENT DATE: July 1, 2008

TERMINATION DATE: June 30, 2011, unless extended pursuant to  
Section 2 of the Agreement

CONSIDERATION: Not to exceed \$70,000 per year and more  
particularly described in Exhibit A

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND HUGHES CONSULTING FOR DEVELOPMENT AND  
IMPLEMENTATION OF A SUCCESSION PLANNING AND  
LEADERSHIP DEVELOPMENT PROCESS AND OTHER  
RELATED TRAINING SERVICES

THIS AGREEMENT is made as by and between the City of Beverly Hills (hereinafter called "City"), and Hughes Consulting (hereinafter called "Consultant").

RECITALS

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

B. Consultant represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. Consultant's Services. Consultant shall perform the services outlined in the Scope of Services as set forth in Exhibit A to the full satisfaction of City. Consultant shall perform the services in a manner satisfactory to City and consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Time of Performance. Consultant shall perform the services on or by the Termination Date set forth above. The Time of Performance may be extended in writing by the City Manager or his designee for two additional one year periods pursuant to the same terms of the Agreement.

Section 3. Compensation. City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed the Consideration set forth above and more specifically detailed in Exhibit A. Said Consideration shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). City shall pay Consultant in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 4. Independent Consultant. Consultant is and shall at all times remain, as to City, a wholly independent Consultant. 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 5. Responsible Principals.

(a) The 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 the prior written consent of City.

(b) The City Manager or his designee shall administer the terms of the Agreement on behalf of City.

Section 6. Personnel. Consultant represents that Richard Hughes shall perform Consultant's services under this Agreement. Consultant may associate with or employ associates or subconsultants in the performance of its services under this Agreement with prior written approval of City, but at all times shall be responsible for their services.

Section 7. 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 services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Consultant.

Section 8. Affidavit. Consultant represents that it is not required by law to maintain workers' compensation or employer's liability insurance coverage and shall sign an affidavit, attached hereto as Exhibit C and incorporated herein, to this effect.

Section 9. 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 10. Termination.

(a) City may cancel this Agreement at any time upon five (5) 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 full compensation for all services performed by Consultant, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Consultant shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Consultant for the full performance of the services required by this Agreement.

Section 11. City's Responsibility. City shall provide Consultant with all pertinent data, documents and other requested information as is available for the proper performance of

Consultant's services. City shall provide suitable facilities and equipment for training and be responsible for notifying participants of training schedules.

Section 12. Documents and Drawings. Instructional materials furnished by Consultant in paper or electronic form shall not be used further by City or provided or sold by City to other organizations, without the express written permission of Consultant.

Section 13. Changes in Scope of Work. 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 Consultant must be made in writing and approved by both parties.

Section 14. Notice. Any notice required to be given to Consultant shall be deemed duly and properly given upon delivery, if sent to Consultant postage prepaid to the Consultant's address set forth above or personally delivered to Consultant at such address or other address specified to City in writing by Consultant.

Any notice required to be given to City shall be deemed duly and properly given upon delivery, if sent to City postage prepaid to City's address set forth above or personally delivered to City at such address or other address specified to Consultant in writing by City.

Section 15. Conflict with Proposal. In the event of a conflict between Exhibit A, Consultant's Proposal, and this Agreement, the terms of this Agreement shall prevail.

Section 16. Successors and Assigns. Consultant shall not assign or attempt to assign any portion of this Agreement without the written approval of City.

Section 17. 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 18. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 19. Attorney's Fees. In the event that City or Consultant commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 20. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_\_  
day of \_\_\_\_\_, 200\_.

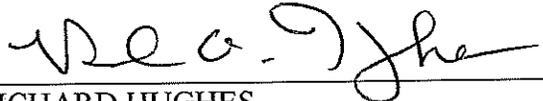
CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills,  
California

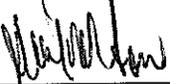
ATTEST:

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

CONSULTANT: HUGHES  
CONSULTING

  
\_\_\_\_\_  
RICHARD HUGHES

APPROVED AS TO FORM:

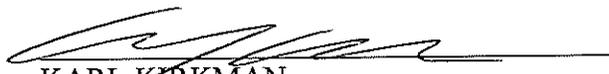
  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
RODERICK J. WOOD  
City Manager

  
\_\_\_\_\_  
SCOTT G. MILLER  
Director of Administrative Services/  
Chief Financial Officer

  
\_\_\_\_\_  
SANDRA OLIVENCIA  
Assistant Director of Administrative  
Services/Human Resources

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

**EXHIBIT A**

**SCOPE OF SERVICES**

**PLAN FOR ASSISTING BEVERLY HILLS IN DEVELOPING AND IMPLEMENTING A SUCCESSION PLANNING AND LEADERSHIP DEVELOPMENT PROCESS**

CONSULTANT shall perform the following tasks in connection with a succession and leadership development process:

**Task 1  
Design Key Aspects of the  
Succession Planning Process**

At least two months in calendar time should be allocated to complete this design phase

Step	Description	Comments
1	<p>Define and obtain agreement on the high priority performance dimensions for functioning as a first-line supervisor, middle manager and senior manager/executive</p> <p>The product of this work is a set of core competencies and values for supervisor, manager and executive.</p> <p>These performance dimensions form the basis for competency evaluation and developmental activities to create a competency or improve it.</p>	<p>This design would integrate and refine the work done in defining key responsibilities and skills for first-line supervisor and middle manager; the seven elements of leadership behavior; core values: City vision; and the work now being done by the Davis Company on competencies for the Management &amp; Professional group</p>
2	<p>Develop processes for assessing the degree to which persons in the leadership/career development pool have the competencies to perform well at the next level in the organization.</p> <p>It is anticipated that these measurement processes and tools would include:</p> <ul style="list-style-type: none"><li>• 360 degree and peer evaluations for each of the three supervisor/management levels.</li><li>• In-depth career development interviews.</li><li>• Use of the Beverly Hills new Performance Management system and, perhaps, some refinements.</li><li>• Three generic Assessment Centers: one for aspiring first-line supervisors; another for future middle managers; and the third for potential senior managers/executives in Beverly Hills</li><li>• The Gallup StrengthsFinder instrument.</li></ul>	<p>Anyone in the leadership and development pool desiring to be ready to promote up to supervisor, middle manager or senior management levels would be evaluated by the measurement processes evaluated. This information would be shared with them and the mentor in the organization assigned to help them maximize strengths and provide developmental targets for improving competencies or developing new ones.</p>

3	<p>Design and get approval on the processes for identifying and selecting people for the leadership and career development pool. This process most likely would include:</p> <ul style="list-style-type: none"> <li>• An application and review process for employees motivated and interested in preparing themselves for supervisor, middle manager or senior management and executive posts.</li> <li>• A review process for current supervisors, middle managers and executives to help identify people who they feel should be developed for higher level positions.</li> <li>• A process for identifying the number of persons who should form the bench strength for projected future vacancies.</li> </ul>	<p>As part of this step, an orientation session would be developed to help interest line and supervisory/ management staff in participating in the leadership and career development process.</p>
4	<p>Identify and design, where appropriate, the different training and development approaches for preparing future supervisors, managers and executives.</p> <p>At a minimum, a workshop would be designed so that employees have the information and tools to manage their own leadership and career development in Beverly Hills. This workshop can build upon the career development process already designed and being implemented by Karine.</p> <p>In addition, a workshop to prepare people to be mentors also would be developed.</p> <p>These development efforts approaches would incorporate the work now being done by the Davis Company in their work with the Management and Professional group.</p> <p>Attention would also be directed at the options available for getting the various persons doing performance appraisals committed to and skilled in employee development.</p>	<p>Beverly Hills already has the five workshops for the Supervisor's Academy and the five workshops for the Advanced Supervisor's Academy to help prepare line staff to be first-line supervisors. It will need adequate numbers of Training Coaches to put on these various half-day workshops.</p> <p>The City also has the Leadership and Management Academy and its four workshops and four leadership development segments to help develop first-line supervisors who wish to prepare for middle management positions. Again, adequate Trainer Coaches will be needed to facilitate these half-day sessions.</p>

**Task 2**  
**Provide Technical Assistance in Implementing the**  
**Succession Planning Process**

**First Week**

This week could occur after the design phase and would kick off the program in Beverly Hills.

<b>Day</b>		
<b>1</b>	<p>Orient executive staff/senior managers on succession planning/leadership development processes and their roles in making it work</p> <p>Work with IT staff on specifications for having the 360 assessments for supervisor, manager and executive on-line. Pilot test the program, if possible.</p>	<p>Briefing would include a Power-Point and several handouts. Rod would lead the session off and end it.</p> <p>The performance dimensions and questions for these different 360 degree evaluations would be sent to IT in advance of this meeting.</p>
<b>2</b>	<p>Work with the Training Coaches in the morning assigned to put on Tool Kits 1-5 for line staff selected for development as future supervisors.</p> <p>Work with Training Coaches in the afternoon assigned to conduct Tool Kits 6-10 for line staff to be developed as future supervisors.</p>	<p>Tool Kit 5 would also apply to supervisors to be developed as manager.</p> <p>Tool Kits 6, 9 and 10 would also apply to supervisors being developed as middle manager.</p>
<b>3</b>	<p>Work with Training Coaches in the morning assigned to facilitate the four Leadership/Management workshops to help supervisors prepare for the positions of middle managers</p> <p>Conduct a pilot briefing for City staff at the line, supervisor, and middle management level on how the succession planning/leadership development processes will work and how people apply or are assigned to the program</p>	<p>It is likely several more topics would be added to the LMA: how to be a HR resource; and budgeting</p> <p>City staff selected to conduct these briefings citywide would be attendance to learn the briefing content and process</p>
<b>4</b>	<p>Conduct a pilot "Managing Your Own Career" workshop in the morning.</p> <p>Conduct a second "pilot" Managing Your Own Career" workshop in the afternoon</p>	<p>City staff selected to put on more of these workshops would attend the morning or afternoon session.</p>
<b>5</b>	<p>Conduct a pilot "Mentoring" workshop in the morning for staff selected to become mentors.</p> <p>Conduct a second pilot "Mentoring" workshop in the afternoon for staff to be mentors.</p>	<p>City staff selected to put on more of these workshops would attend the morning or afternoon session</p>

**Second Week**  
**Pilot Test the Assessment Centers**  
**For Future Supervisors and Middle Managers**

This week would occur about three months after the kick-off and after all orientation sessions, “Managing Your Own Career” workshops are completed and the 360 degree evaluation process is fully operational.

Day		
1	<p>Brief the Assessors who will evaluate candidates in the pilot Assessment Center for people seeking to be supervisors.</p> <p>Brief the Assessors who will evaluate candidates in the pilot Assessment Center for people seeking to be middle managers.</p> <p><b>Note:</b> Assessment exercises would be designed so they could be used individually by mentors, bosses or Trainer Coaches to give feedback on the status of skill sets. This would eliminate the need for requiring day-long processes to use this skill assessment technique.</p>	<p>City staff selected to put on additional supervisor and manager assessment centers would observe the relevant briefings</p> <p>Each Assessment Center would have at least four exercises and require four Assessors. They would take about eight hours. From 8 to 12 skills would be evaluated.</p>
2	<p>Conduct the pilot Assessment Center for candidates desiring to be future first-line supervisors.</p>	<p>City staff selected to put on additional supervisor assessment centers would observe the Center</p>
3	<p>Conduct the pilot Assessment Center for supervisors or others who want to be future middle managers.</p>	<p>City staff selected to put on additional manager assessment centers would observe the Center</p>
4	<p>Tally the results for the pilot supervisor Assessment Center</p> <p>Tally the results for the pilot manager Assessment Center</p>	<p>City staff assigned to conduct future assessment centers would participate in the relevant tally process</p>
5	<p>Provide feedback to the Supervisor Assessment Center candidates</p> <p>Provide feedback to the Management Assessment Center candidates</p>	<p>City staff assigned would participate in the feedback process</p>

**Third Week**  
**Pilot Test the Assessment Center for Future Executives**  
**As Evaluate the Progress of the Succession Planning**  
**Process with the Providers and**  
**People Being Developed**

This week would occur in the sixth to eighth month of the program

Day		
1	Brief the Assessors for the pilot Executive Assessment Center  Meeting with Mentors and Training Coaches to obtain their views of what is going well and needs to be improved in the leadership and career development process	
2	Conduct the pilot Assessment Center to evaluating executive potential	There would be at least four exercises; four assessors are needed; and eight potential candidates can be evaluated. From 8 to 12 skills could be assessed.
3	Tally the results of the executive Assessment Center  Provide feedback to candidates on their strengths and improvement needs as determined by the Assessment Center	
4	Conduct a focus group with line staff being developed as supervisors  Conduct a focus group with supervisors being developed as managers	
5	Conduct a focus group with managers being developed for senior manager/executive positions  Tally results and present findings to HR and the City Manager and then senior executives.	

Years 2, 3 and Subsequent Years:

The City Manager or his designee and Consultant shall mutually agree in writing to the specific tasks, costs per task and payment schedule for the services required in years 2, 3 and subsequent years the Agreement remains in effect.

**EXHIBIT B-1**

**SUMMARY OF PLAN AND RATES FOR CONSULTING ASSISTANCE**

**Year 1**

<p align="center"><b>Task 1</b></p> <p align="center"><b>Design Key Aspects of Succession Planning Process</b></p>	<p align="center"><b>Task 2</b></p> <p align="center"><b>Technical Assistance</b></p> <p align="center"><b>First Week</b></p>	<p align="center"><b>Task 2</b></p> <p align="center"><b>Technical Assistance</b></p> <p align="center"><b>Next Week</b></p>	<p align="center"><b>Task 2</b></p> <p align="center"><b>Technical Assistance</b></p> <p align="center"><b>Third Week</b></p>
<p>1. Define and agree on key performance dimensions for each supervisory, management and executive level.</p> <p>2. Develop processes for assessing degree to which "future winners" have the competencies to perform at the next level</p> <p>3. Design and get approval of processes for identifying and selecting people for the leadership and career development pool.</p> <p>4. Identify and design, where appropriate, different training and development approaches for preparing future supervisors, managers and executives.</p> <p align="right"><b>Months 1 through 3</b> Cost- \$15,000</p>	<p>1. Orient top level on process and their role. Work with IT to put 360 degree evaluations on line.</p> <p>2. Work with Training Coaches so Tool Kits 1-10 can be put on for line staff to be developed as supervisors.</p> <p>3. Work with Training Coaches so the Leadership/Management Academy can be put on for supervisors to be developed as managers.</p> <p>4. Pilot test and conduct two Managing Your Own Career workshops</p> <p>5. Pilot test and conduct two Mentoring workshops</p> <p align="right"><b>Month 4</b> Cost-\$15,000</p>	<p>1. Pilot test orientation sessions for Assessors who will evaluate staff who will be developed as supervisors and also staff to be developed as middle managers.</p> <p>2. Pilot test an Assessment Center process for line staff to be developed as supervisors.</p> <p>3. Pilot test an Assessment Center process for supervisors to be developed as managers.</p> <p>4. Provide feedback to staff participating in supervisor assessment process.</p> <p>5. Provide feedback to supervisors participating in manager assessment process.</p> <p align="right"><b>Month 7</b> Cost-\$15,000</p>	<p>1. Brief Assessors for pilot test of Assessment process for managers to be developed as executives.</p> <p>2. Conduct pilot test of Assessment process for future executives.</p> <p>3. Provide feedback to managers participating in executive assessment process.</p> <p>4. Assess how well initial succession planning and career/leadership development steps are going.</p> <p>5. Present assessment findings to City Manager, HR and top level staff</p> <p align="right"><b>Month 11</b> Cost-\$15,000</p>

In Year 1 of the succession planning and leadership/career development program the process shall be designed; staff to be developed as supervisors, managers and executives shall be identified; the different processes for evaluating strengths and improvement needs to those to be developed shall have been pilot tested, including 360 degree evaluations and Assessment Centers; and Career Development and Mentoring workshops shall be pilot tested and conducted. Sufficient Training Coaches shall be recruited for the Supervisor and Management academies.

Not to exceed \$8,400 for Training Coaches.

## Year 2

In this second year, additional Assessment Centers shall be conducted for potential supervisors, managers and executives based on a survey of the people in the career/leadership development pool.

Additional Career Development workshops shall be conducted to help people manage their own development.

Mentors trained in Year 1 shall begin their work with people in the career/leadership development pool. The mentoring process shall be implemented.

New people shall be identified or sign up to be part of the career/leadership develop pool and have their 360 degree evaluations completed.

The Performance Management process will be reviewed to insure raters have the tools to assist in the development of their staff and all staff is getting timely and accurate feedback, both positive and constructive.

The 10 module Supervisor's Academy and the four modules Leadership/Management Academy shall be put on one to two times.

Other skill development approaches will be employed with people in the career/leadership development pool. These will include: shadowing; filling in for the boss; task force assignment; attendance at professional conferences; taking on-line courses; coaching by their mentors or boss or both; job rotation; reading and discussion groups; tours of other departments and cities; involvement in community organizations; and so on.

## Year 3

In this third year, people in the Career/Leadership development pool will be evaluated in terms of the progress being made. Bench strength for future jobs shall be updated. New people shall be identified. All new additions will receive the 360 degree evaluations.

Several Career Development workshops shall be conducted for new staff interested in career/leadership development.

The Mentoring program shall be evaluated and improvements needed identified and implemented. Where needed, new mentors shall be selected and trained.

At least one set of Assessment Centers shall be conducted for potential supervisors, managers and executives.

The 10 module Supervisor's Academy shall be put on at least one time. The Leadership/Management Academy shall be put on if the need exists.

Other skill development approaches will be employed with people in the career/leadership development pool. These will include: shadowing; filling in for the boss; task force assignment; attendance at professional conferences; taking on-line courses; coaching by their mentors or boss or both; job rotation; reading and discussion groups; tours of other departments and cities; involvement in community organizations; and so on.

The initial design of the career/leadership development shall be reviewed and fine tuned.

**Years 2, 3 and Subsequent Years-Tasks/Costs/Payment Schedule**

The City Manager or his designee and Consultant shall mutually agree in writing to the specific tasks, costs per task and payment schedule for the services required in years 2, 3 and subsequent years the Agreement remains in effect.

**Expenses for all Years**

Consultant shall be responsible for its expenses incurred in connection with the performance of services under the Agreement, including travel and hotel costs.

## **EXHIBIT B-2**

### **SCHEDULE OF PAYMENT**

Upon completion of each task as described in Exhibits A and B-1 of the Agreement, Consultant shall submit an itemized statement to City for its services performed, which shall include documentation setting forth in detail a description of the services rendered. City shall pay Consultant the amount of such billing within thirty (30) days of receipt of same.

EXHIBIT C

CITY OF BEVERLY HILLS  
WORKER'S COMPENSATION STATEMENT

FISCAL YEAR 2008-2009  
JULY 1, 2008 TO JUNE 30, 2009

*(For Contractor not Subject to California Worker's Compensation Laws)*

I, Hughes Consulty <sup>Ret</sup> Hughes certify that in the performance of my agreement with the City of Beverly Hills, shall not employ any person in any manner so as to become subject to the Worker's Compensation Laws of California.

I agree that should I become subject to the Worker's Compensation Laws of California during the term of the agreement, I will notify the City of Beverly Hills and I will comply with those laws immediately.

**CONTRACTOR USE ONLY:**

Hughes Consulty  
(COMPANY NAME)

Richard A. Hughes  
(SIGNATORY'S PRINTED NAME)

R.A. Hughes  
(SIGNATURE)

405-359-9623  
(TELEPHONE NUMBER)

5-30-08  
(DATE SIGNED)

REVIEWED/APPROVED BY:

Risk Management Division

Date Signed

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND NISHA MARIE THOMAS TO PROVIDE CHILDREN'S  
EDUCATIONAL WORKSHOPS THROUGH THE  
COMMUNITY SERVICES DEPARTMENT

NAME OF VENDOR: Nisha Marie Thomas

RESPONSIBLE PRINCIPAL OF VENDOR: Nisha Marie Thomas

VENDOR'S ADDRESS: 28990 Pacific Coast Highway, Suite C-112  
Malibu, California 90265

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

COMMENCEMENT DATE: July 1, 2008

TERMINATION DATE: June 30, 2009, unless extended pursuant to  
Section 2 of the Agreement

CONSIDERATION: Not to exceed \$70,000 per year, based on  
rates set forth in Section 3 of the Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND NISHA MARIE THOMAS TO PROVIDE CHILDREN'S  
EDUCATIONAL WORKSHOPS THROUGH THE  
COMMUNITY SERVICES DEPARTMENT

THIS AGREEMENT is made by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Nisha Marie Thomas, an individual (hereinafter called "VENDOR").

RECITALS

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

B. VENDOR represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services. VENDOR shall perform the services as described in Exhibit A to the full satisfaction of CITY.

Section 2. Time of Performance. VENDOR shall perform the services on or by the Termination Date set forth above. The City Manager or his designee may extend the time of performance in writing for two additional one-year terms pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) CITY shall pay VENDOR at the rate of seventy percent (70%) of the total amount collected from the registrants of the children's educational workshops provided by VENDOR for CITY. CITY shall make two payments to VENDOR upon receipt of an itemized statement on a form acceptable to CITY for VENDOR's services performed. The first payment shall be made midway through each session and the second payment shall be made at the end of each session. CITY shall pay VENDOR the amount of such billing within thirty (30) days of receipt of same.

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

Section 4. 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 5. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of CITY.

Section 6. Responsible Principal.

(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 Principal by VENDOR shall not be made without the 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 7. Personnel.

(a) VENDOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All personnel engaged in the work shall be qualified to perform such services.

(b) Prior to the commencement of services under this Agreement, Vendor shall be fingerprinted by the City Police Department in order to conduct a State Department of Justice background check. City shall waive the administrative cost and Vendor shall pay the State Department of Justice costs. Vendor represents that Vendor has never been convicted of a misdemeanor or felony involving moral turpitude.

Section 8. 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 services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with VENDOR.

Section 9. Insurance.

(a) VENDOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation and employer's liability insurance as required by law.

(b) 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.

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

(d) 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 B, 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. 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.

(e) 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.

(f) 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 10. 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 11. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) 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 full compensation for all services performed by VENDOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, VENDOR shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation based on the rates set forth in Section 3, provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid VENDOR for the full performance of the services required by this Agreement.

Section 12. Notice. Any notice required to be given to VENDOR shall be deemed duly and properly given upon delivery, if sent to VENDOR postage prepaid to the VENDOR's address set forth above or personally delivered to VENDOR at such address or other address specified to CITY in writing by VENDOR.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to VENDOR in writing by CITY.

Section 13. 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 14. Attorney's Fees. In the event that CITY or VENDOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 15. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 16. 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 \_\_\_\_\_, 200\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills,  
California

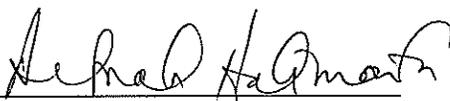
ATTEST:

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

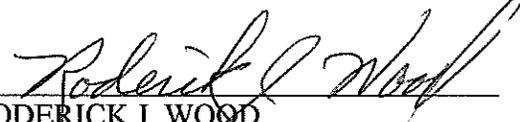
VENDOR:

  
\_\_\_\_\_  
NISHA MARIE THOMAS

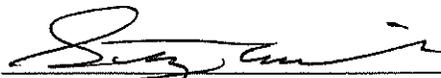
APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

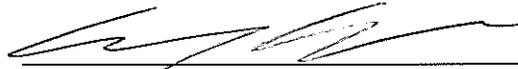
  
\_\_\_\_\_  
RODERICK J. WOOD  
City Manager

[Signatures continue]



---

STEPHEN M. MILLER  
Director of Community Services



---

KARL KIRKMAN  
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

VENDOR shall provide educational workshops for children ages 3 to 5 for CITY's Community Services Department programs at locations and in accordance with a schedule approved by CITY in writing. The schedule is subject to change by CITY, which may reschedule or cancel any or all classes at its discretion



**EXHIBIT B**

**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"/> 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

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

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

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

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
TOM MURRAY d.b.a. WESTSIDE MOBILE GYM FOR  
GYMNASTIC CLASS INSTRUCTION THROUGH THE CITY'S  
COMMUNITY SERVICES DEPARTMENT

NAME OF VENDOR: Tom Murray d.b.a. Westside Mobile Gym

RESPONSIBLE PRINCIPAL OF VENDOR: Tom Murray

VENDOR'S ADDRESS: P.O. Box 5428  
Santa Monica, California 90409

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

COMMENCEMENT DATE: July 1, 2008

TERMINATION DATE: June 30, 2010, unless extended pursuant to  
Section 2 of the Agreement

CONSIDERATION: Not to exceed \$40,000 per year at the rate of  
70% of the registration fees as described in  
Section 3

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
TOM MURRAY d.b.a. WESTSIDE MOBILE GYM FOR  
GYMNASTIC CLASS INSTRUCTION THROUGH THE CITY'S  
COMMUNITY SERVICES DEPARTMENT

THIS AGREEMENT is made by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Tom Murray d.b.a. Westside Mobile Gym, an individual (hereinafter called "VENDOR").

RECITALS

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

B. VENDOR represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services.

(a) VENDOR shall perform the services as described in Exhibit A to the full satisfaction of CITY.

(b) VENDOR shall acquire, repair and maintain at its sole cost and expense such equipment as VENDOR requires for its use to conduct the services required by this Agreement.

Section 2. Time of Performance. VENDOR shall perform the services on or by the Termination Date set forth above. The City Manager or his designee may extend the time of performance for one additional two-year term pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation. CITY shall pay VENDOR at the rate of seventy percent (70%) of an amount to be based on the CITY resident rate multiplied by the number of registrants of the camp and classes provided by VENDOR for CITY under this Agreement. CITY shall make two payments to VENDOR upon receipt of an itemized statement on a form acceptable to CITY for VENDOR's services performed. The first payment shall be made midway through each session and the second payment shall be made at the end of each session. CITY shall pay VENDOR the amount of such billing within thirty (30) days of receipt of same.

Section 4. 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 5. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of the other party.

Section 6. Responsible Principal.

(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 Principal by VENDOR shall not be made without the 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 7. Personnel.

(a) VENDOR represents that all of the services required under this Agreement shall be performed by VENDOR. VENDOR further represents that it is qualified to perform such services.

(b) Prior to VENDOR performing services under this Agreement, VENDOR shall be fingerprinted by the CITY Police Department in order to conduct a State Department of Justice ("DOJ") background check. CITY shall waive the administrative cost of fingerprinting and shall pay the DOJ fees. If VENDOR has been convicted of a misdemeanor or felony involving moral turpitude according to the DOJ report, CITY may terminate this Agreement immediately.

Section 8. 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 services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with VENDOR.

Section 9. Insurance.

(a) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by VENDOR.

(b) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, 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 services required by this Agreement.

(c) VENDOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(d) 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.

(e) 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.

(f) 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 B, 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 policies of insurance required by this Agreement 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.

(g) 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.

(h) 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 10. 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 11. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) 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 full compensation for all services performed by VENDOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, VENDOR shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid VENDOR for the full performance of the services required by this Agreement.

Section 12. Notice. Any notice required to be given to VENDOR shall be deemed duly and properly given upon delivery, if sent to VENDOR postage prepaid to the VENDOR's address set forth above or personally delivered to VENDOR at such address or other address specified to CITY in writing by VENDOR.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to VENDOR in writing by CITY.

Section 13. Successors and Assigns. VENDOR shall not assign or attempt to assign any portion of this Agreement without the written approval of CITY.

Section 14. 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 15. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 16. 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.

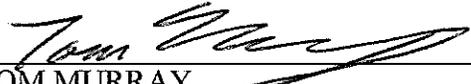
EXECUTED BY THE PARTIES the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS,  
a municipal corporation

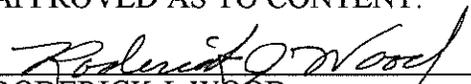
\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills,  
California

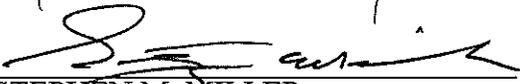
ATTEST:

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

VENDOR: TOM MURRAY  
d.b.a. WESTSIDE MOBILE GYM  
  
\_\_\_\_\_  
TOM MURRAY

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:  
  
\_\_\_\_\_  
RODERICK J. WOOD  
City Manager

  
\_\_\_\_\_  
STEPHEN M. MILLER  
Director of Community Services

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

## EXHIBIT A

### Scope of Services

VENDOR shall provide gymnastics class instruction to children through the CITY's Community Services programs in accordance with a schedule established by the Director of Community Services or his designee. The schedule is subject to change by the Director of Administrative Services/Chief Financial Officer or his designee, who may reschedule or cancel any and all classes at his discretion.

**EXHIBIT B**



**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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

RM02.DOC REVISED 10/14/96.

AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY  
OF BEVERLY HILLS AND XEROX CORPORATION FOR LEASE OF  
CITYWIDE COPIERS, LICENSE OF SOFTWARE, INSTALLATION  
AND RELATED SERVICES

NAME OF CONSULTANT:	Xerox Corporation
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Peter Interian, Customer Service Executive
CONSULTANT'S ADDRESS:	2029 Century Park East, Suite 700 Los Angeles, CA 90067
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: David Schirmer Chief Information Officer
COMMENCEMENT DATE:	Upon Installation
TERMINATION DATE:	Sixty (60) Months
COMPENSATION:	An amount not to exceed \$445,000, annually

AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY  
OF BEVERLY HILLS AND XEROX CORPORATION FOR LEASE OF  
CITYWIDE COPIERS, LICENSE OF SOFTWARE, INSTALLATION  
AND RELATED SERVICES

This Amendment No. 3 is to that certain Agreement, dated June 7, 2005, and identified as Contract No. 130-05, as amended by Amendment No. 1, dated July 11, 2006 and identified as Contract No. 244-06, and Amendment No. 2, dated July 10, 2007 and identified as Contract No. No. 278-07 (collectively the "Agreement"), copies of which are on file in the office of the City Clerk, between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Xerox Corporation, a corporation (hereinafter called "CONSULTANT") for lease of citywide copiers, license of software, installation and related services.

R E C I T A L S

A. CITY entered into a written Agreement, dated June 7, 2005, for lease of citywide copiers, license of software, installation and related services, which has previously been amended.

B. CITY desires to further amend the Agreement by amending the Consideration, replacing Exhibit E to the Agreement, and updating the Order Agreement.

NOW, THEREFORE, the parties hereto do amend the Agreement as follows:

Section 1. The Consideration is hereby amended as set forth above.

Section 2. Exhibit E to the Agreement shall be amended as attached hereto and incorporated herein, updating the equipment list, indicating locations and charges per machine.

Section 3. Except as expressly modified by Section 1 of Amendment No. 1 and this Amendment No. 3, all of the provisions of the Agreement shall remain in full force and effect.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of  
Beverly Hills, California

ATTEST:

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

CONSULTANT: XEROX  
CORPORATION

*John Chesick 6/19/08*  
\_\_\_\_\_  
~~DANIEL J. MC LEAN~~  
Controller *John Chesick*

APPROVED AS TO FORM:

*Laurence S. Wiener*  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD  
City Manager

*Roderick J. Wood*  
\_\_\_\_\_  
DAVID SCHIRMER  
Chief Information Officer

*Karl Kirkman*  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

City of Beverly Hills  
 Award of Bid No. 05-23  
 (Resolution No. 05-R-11871)

Bill To:  
 City of Beverly Hills  
 Information Technology Department  
 455 North Rexford Drive  
 Beverly Hills, California 90210

Amendment No. 3 to  
 Agreement #130-05  
 FY '08 - '09

	Department	Install Address	Customer #	Model #	Serial #	Mo. Lease Costs	B/W Pages in Pool	B & W Overage	Color
1	Building & Safety	455 N Rexford Dr #G10	707087078	WCP2128	TFN683249	\$325.44	3,900	\$0.0084	\$0.0990
2	Building & Safety	455 N Rexford Dr #G10	707087391	DC430	TWY018116	\$236.59	10,000	\$0.0084	\$0.0990
3	Planning	455 N Rexford Dr #G40	707087110	WCP2128	TFN683277	\$325.44	3,900	\$0.0084	\$0.0990
4	Planning	455 N Rexford Dr #G40	707087110	WCP66	MRN026054	\$681.70	25,000	\$0.0084	\$0.0990
5	City Clerk	455 N Rexford Dr #190	707087300	WCP3545	TFN695058	\$403.23	6,500	\$0.0084	\$0.0990
6	Comm. & Mktg	455 N Rexford Dr #160	707087367	WCP2128	TFN683171	\$325.44	3,900	\$0.0084	\$0.0990
7	DOT	455 N Rexford Dr #130	707087409	WCP2128	TFN683281	\$325.44	3,900	\$0.0084	\$0.0990
8	Parks & Rec Admin.	455 N Rexford Dr #100	707087425	WCP2128	TFN683169	\$325.44	3,900	\$0.0084	\$0.0990
9	Human Services	455 N Rexford Dr #170		DC430	TWY016874	\$236.59	10,000	\$0.0084	\$0.0990
10	Community Services								
10	Administration	456 N Rexford Dr #195	707087888	WCP2128	TFN683199	\$325.44	3,900	\$0.0084	\$0.0990
11	Room 180-A	455 N Rexford Dr #250	707087334	DC430	TWY023106	\$236.59	10,000	\$0.0084	\$0.0990
12	Finance Cashier	455 N Rexford Dr #240	707087433	DC430	TWY010936	\$236.59	10,000	\$0.0084	\$0.0990
13	Finance Administration	455 N Rexford Dr #250	707087458	WC7675		\$263.31	7,000	\$0.0084	\$0.0990
14	Finance - OMB	456 N Rexford Dr #250	707087459	WCP2129	TFN683294	\$326.44	3,901	\$1.0084	\$1.0990
15	City Attorney	455 N Rexford Dr #220	707087466	WCP2128	TFN683119	\$325.44	3,900	\$0.0084	\$0.0990
16	Human Services	455 N Rexford Dr #210	707087508	WCP2128	TFN683224	\$325.44	3,900	\$0.0084	\$0.0990
17	City Manager	455 N Rexford Dr #300	707087516	WCP2128	TFN683291	\$325.44	3,900	\$0.0084	\$0.0990
18	City Council	455 N Rexford Dr #300	707087557	DC430	TWY023080	\$236.59	10,000	\$0.0084	\$0.0990
19	Fire Captain's Office	455 N Rexford Dr	707087573	DC430	TWY021319	\$236.59	10,000	\$0.0084	\$0.0990
20	Station 1	455 N Rexford Dr	707087581	WCP2128	TFN682894	\$325.44	3,900	\$0.0084	\$0.0990
21	Training	455 N Rexford Dr	707087615	DC430	TWY023019	\$236.59	10,000	\$0.0084	\$0.0990
22	IT	444 N Rexford Dr	707087763	WCP2128	TFN683074	\$325.44	3,900	\$0.0084	\$0.0990
23	Library Administration	444 N Rexford Dr	707087847	WCP2128	TFN683079	\$325.44	3,900	\$0.0084	\$0.0990
24	Library/Reference	444 N Rexford Dr	707087847	WCP2128	TFN683221	\$325.44	3,900	\$0.0084	\$0.0990
25	Support	444 N Rexford Dr	707087870	WCP2128	TFN683013	\$325.44	3,900	\$0.0084	\$0.0990
26	Childrens Section	444 N Rexford Dr		WCP2128	TFN683168	\$325.44	3,900	\$0.0084	\$0.0990
27	Patron FINE ARTS]	444 N Rexford Dr		Bookmark	HYD 001561	\$227.53			
28	Patron PERIODICALS]	444 N Rexford Dr		Bookmark	HYD 001004	\$227.53			
29	Patron PERIODICALS]	444 N Rexford Dr		Bookmark	HYD 003196	\$227.53			
30	Library - Circulation	444 N Rexford Dr		WCP2128	TFN 202075	\$325.44			
31	Library - Patron	444 N Rexford Dr		WCP2128	TFN050056	\$325.44			

City of Beverly Hills  
Award of Bid No. 05-23  
(Resolution No. 05-R-11871)

Bill To:  
City of Beverly Hills  
Information Technology Department  
455 North Rexford Drive  
Beverly Hills, California 90210

Amendment No. 3 to  
Agreement #130-05  
FY '08 - '09

1	Building & Safety	455 N Rexford Dr #G10	707087078	WCP2128	TFN683249	\$325.44	3,900	\$0.0084	\$0.0990
32	Print Shop	444 N Rexford Dr level A	707087235	DSP52XC	RMIN754160				
33	Print Shop	444 N Rexford Dr level A	707087235	DC5252	RPD332083	\$3,664.59			
34	Print Shop	444 N Rexford Dr level A	707087235	4110	WEY103804	\$1,448.68	100,000	\$0.0060	
35	Print Shop	444 N Rexford Dr level A	707087268	WCP3545	TFN683268	\$403.23	6,500	\$0.0084	\$0.0890
36	Graphics	444 N Rexford Dr level A	707087284	WCP2128	TFN683265	\$325.44	3,900	\$0.0084	\$0.0990
37	Police Admin	464 N Rexford Dr	707087938	WCP2128	TFN683018	\$325.44	3,900	\$0.0084	\$0.0990
38	Crime/Personnel & Training	464 N Rexford Dr	707087979	WCP2128	TFN683222	\$325.44	3,900	\$0.0084	\$0.0990
39	Detectives	464 N Rexford Dr	707087995	WCP2128	TFN683129	\$325.44	3,900	\$0.0084	\$0.0990
40	Patrol	464 N Rexford Dr	707088027	DC430	TWY023034	\$236.59	10,000	\$0.0084	
41	Records #1	464 N Rexford Dr	707088035	WCP65	MRN026050	\$681.70	25,000	\$0.0084	
42	Records #2	464 N Rexford Dr	707088043	WCP2128	TFN683289	\$325.44	3,900	\$0.0084	\$0.0990
43	Traffic	464 N Rexford Dr	707088050	WCP2128	TFN683270	\$325.44	3,900	\$0.0084	\$0.0990
44	EOC	464 N Rexford Dr	707088076	DC430	TWY016220	\$236.59	10,000	\$0.0084	
45	Jailer's Office	464 N Rexford Dr	707088118	DC430	TWY010616	\$236.59	10,000	\$0.0084	
46	Crime Lab	464 N Rexford Dr		WCP2128	TFN687647	\$325.44	3,900	\$0.0084	\$0.0990
47	Evidence Processing Area	465 N Rexford Dr		DC430	TWY022982	\$236.59	10,000	\$0.0084	
48	Public Works (2nd Floor) West	345 Foothill Rd	707089900	WCP2128	TFN683024	\$325.44	3,900	\$0.0084	\$0.0990
49	Public Works (2nd Floor) East	345 Foothill Rd	707089967	WCP2128	TFN683128	\$325.44	3,900	\$0.0084	\$0.0990
50	Public Works (2nd Floor) Back	345 Foothill Rd		WCP2128	TFN050034				
51	Public Works 1st Floor - DOC	345 Foothill Rd	707089983	DC430	TWY023159	\$236.59	10,000	\$0.0084	
52	Public Works 1st Floor	345 Foothill Rd	707089991	DC430	TWY023023	\$236.59	10,000	\$0.0084	
53	Bldg. Maintenance	342 Foothill Rd	707088514	DC430	TWY023040	\$236.59	10,000	\$0.0084	

City of Beverly Hills  
 Award of Bid No. 05-23  
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Bill To:  
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 Information Technology Department  
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Amendment No. 3 to  
 Agreement #130-05  
 FY '08 - '09

1	Building & Safety	455 N Rexford Dr #G10	707087078	WCP2128	TFN683249	\$325.44	3,900	\$0.0084	\$0.0990
54	Vehicle Shop	342 Foothill Rd	707088555	DC430	TWY023152	\$236.59	10,000	\$0.0084	
55	Greystone	905 Loma Vista Dr		WCP2128	TFN683257	\$325.44	3,900	\$0.0084	\$0.0990
56	La Cienega	8400 Gregory Way	707090031	WCP2128	TFN682893	\$325.44	3,900	\$0.0084	\$0.0990
57	Roxbury Clubhouse	401 S Roxbury	707090056	WCP2128	TFN698892	\$325.44	3,900	\$0.0084	
58	Roxbury	471 S Roxbury	707090080	WCP2128	TFN683219	\$325.44	3,900	\$0.0084	\$0.0990
59	Tennis	325 S La Cienega	707088878	WCP2128	TFN683295	\$325.44	3,900	\$0.0084	\$0.0990
60	Fire Station 2	1100 Coldwater Canyon Dr	707090114	DC430	TWY023204	\$236.59	10,000	\$0.0084	
61	Fire Station 3	180 S Doheny	707090122	DC430	TWY000906	\$236.59	10,000	\$0.0084	

Date: \_\_\_\_\_

Barry Brucker  
 Mayor of the City of Beverly Hills

*This is a 60-Month Fair Market Value Lease.  
 This pricing includes all supplies, but does not include paper or staples.  
 This pricing does not include tax.*