



AGENDA REPORT

Meeting Date: July 7, 2011

Item Number: F-23

To: Honorable Mayor & City Council

From: Scott Miller, Director of Administrative Services and CFO
Noel Marquis, Assistant Director of Administrative Services - Finance

Subject: **APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN**

Attachments: 1.) Agreements (3)

Item A. APPROVAL OF AN 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 AT VARIOUS CITY PARKS AND BEVERLY HILLS UNIFIED SCHOOL DISTRICT SITES; AND,

APPROVAL TO ISSUE A BLANKET PURCHASE ORDER FOR A NOT-TO-EXCEED AMOUNT OF \$60,000 FOR THE SERVICES DESCRIBED.

RECOMMENDATION

Staff recommends approval of an agreement and a purchase order to BevWood Fun Camp for youth basketball and volleyball skills classes and camps in an amount not to exceed \$60,000.

INTRODUCTION

BevWood Fun Camp has provided youth basketball and volleyball skills classes and camps for the City for over 15 years and has attracted a high participation rate amongst the community's youth. The vendor's staff is comprised of highly qualified professionals from diverse coaching backgrounds.

DISCUSSION

BevWood Fun Camp will provide youth sports instruction for the community through youth camp programs and classes. The agreement is for one year with option for two additional one-year extensions at \$60,000 per year.

FISCAL IMPACT

The provision of the youth sports program is based upon a revenue split with BevWood Fun Camp receiving 70% of the resident rate of the registration fees and the City retaining the remaining amount. Funds are currently available for this expenditure, which is offset by revenue in an amount not to exceed \$60,000.

Item B. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND JOANA TROCAN D.B.A. CHEER 4U ATHLETICS FOR CHEERLEADING PROGRAM THROUGH THE CITY'S COMMUNITY SERVICES DEPARTMENT AT VARIOUS CITY PARKS AND BEVERLY HILLS UNIFIED SCHOOL DISTRICT GROUNDS

RECOMMENDATION

Staff recommends that City Council approve the agreement with Cheer 4U Athletics in an amount not-to-exceed \$40,000 per year.

INTRODUCTION

Cheer 4U Athletics has provided services to the City's youth for six years. Cheer 4U Athletics' year-round cheer program has attracted a high participation amongst the community's youth. The three age division teams have been nationally ranked for the past two years. The vendor's staff is comprised of highly qualified professionals from diverse backgrounds in coaching, gymnastics, dance and tumbling.

DISCUSSION

Cheer 4U Athletics will provide youth cheer instruction for the City's Community Services Department in accordance with a schedule approved by City. Instruction of youth cheer will be offered for summer camp programs and year-round competitive cheer team. The agreement is for one year with option for two additional one-year extensions at \$40,000 per year.

FISCAL IMPACT

The provision of the youth cheer program is based upon a revenue split with Cheer 4U Athletics receiving 70% of the resident rate of the registration fees and the City retaining the remaining amount. Funds are currently available for this expenditure, which is offset by revenue in an amount not to exceed \$40,000.

Item C. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND SAN DIEGUITO PUBLISHERS, INC. DBA SAN DIEGUITO PRINTERS FOR PRINTING AND MAILING SERVICES FOR THE COMMUNITY SERVICES BROCHURE

RECOMMENDATION

Staff recommends that the City Council approve the agreement with San Dieguito Printers for printing and bulk mailing service for the Community Services brochure.

INTRODUCTION

The Community services brochure is sent to residents on a quarterly basis. The brochure lists all of Community Services' classes for youth and adults as well as upcoming special events such as Farmers' Market and Library events and Human Services News.

DISCUSSION

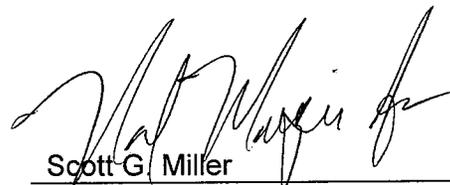
The bid process for City printing and mailing projects was completed on April 14, 2011. San Dieguito Printers was the lowest bidder for the Community Services brochure. This is a four-year agreement and the first purchase order for FY 2011/12 will be \$30,074.34.

FISCAL IMPACT

Funds have been budgeted and are available for this purpose.



Noel Marquis
Finance Approval



Scott G. Miller
Approved By

Attachment 1

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 AT VARIOUS CITY PARKS AND BEVERLY
HILLS UNIFIED SCHOOL DISTRICT SITES

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: Steve Zoet,
Director of Community Services

COMMENCEMENT DATE: July 1, 2011

TERMINATION DATE: June 30, 2012, unless extended pursuant to
Section 2 of the Agreement

CONSIDERATION: Not to exceed \$60,000 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 AT VARIOUS CITY PARKS AND BEVERLY
HILLS UNIFIED SCHOOL DISTRICT SITES

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 and the Beverly Hills Unified School District ("District") 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, District, City Council and each member thereof, and every officer, and employee of the City and District, 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 prorated 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.

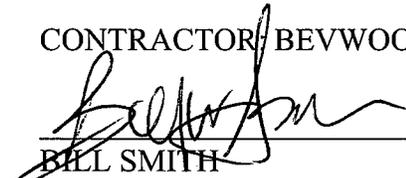
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the _____ day of _____, 201__.

CITY OF BEVERLY HILLS
A Municipal Corporation

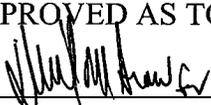
BARRY BRUCKER
Mayor of the City of Beverly Hills,
California

ATTEST:

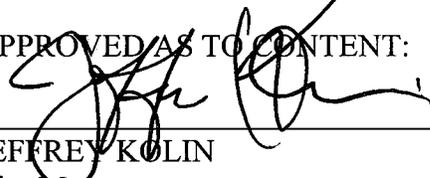
(Seal)
BYRON POPE
City Clerk

CONTRACTOR/ BEVWOOD FUN CAMP


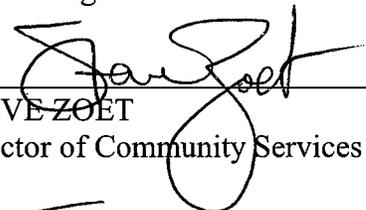
BILL SMITH
Owner

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:


JEFFREY KOLIN
City Manager



STEVE ZOET
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 at various City parks and District sites 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. The rates charged for the basketball and volleyball skills classes shall be subject to City's prior written approval.



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

AGENCY: _____

TITLE: _____
ADDRESS: _____

AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND
JOANA TROCAN D.B.A. CHEER 4U ATHLETICS FOR
CHEERLEADING PROGRAM THROUGH THE CITY'S
COMMUNITY SERVICES DEPARTMENT AT VARIOUS
CITY PARKS AND BEVERLY HILLS UNIFIED SCHOOL
DISTRICT GROUNDS

NAME OF VENDOR: Joana Trocan d.b.a. Cheer 4 U Athletics

RESPONSIBLE PRINCIPAL OF VEBNDOR: Joana Trocan, Sole proprietor

CONSULTANT'S ADDRESS: 9152 Alden Drive, #2
Beverly Hills, CA 90210

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

COMMENCEMENT DATE: July 1, 2011

TERMINATION DATE: June 30, 2012, unless extended pursuant
to Section 2 of the Agreement

CONSIDERATION: Not to exceed \$ 40,000, as more
particularly described in Section 3 of the
Agreement

AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND JOANA TROCAN D.B.A. CHEER 4U ATHLETICS FOR CHEERLEADING PROGRAM THROUGH THE CITY'S COMMUNITY SERVICES DEPARTMENT AT VARIOUS CITY PARKS AND BEVERLY HILLS UNIFIED SCHOOL DISTRICT GROUNDS

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Cheer 4U Athletics, an Instructor (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.

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 Scope of Services described in Exhibit A, attached hereto and incorporated herein, 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 in writing for 2 additional one-year terms 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 class and/or camp provided by VENDOR for CITY under this Agreement as follows:

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 shall not be assigned in whole or in part by VENDOR without the prior written consent of CITY. Any attempt by VENDOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 6. Responsible Principal(s)

(a) VENDOR's Responsible Principal set forth above shall be principally responsible for VENDOR's obligations under this Agreement and shall serve as principal liaison between CITY and VENDOR. Designation of another Responsible Principal by VENDOR shall not be made without the prior written consent of CITY.

(b) If services under this Agreement involve minors under the age of 18, VENDOR and VENDOR's personnel shall be fingerprinted by the CITY Police Department in order to conduct a State Department of Justice ("DOJ") background check prior to VENDOR performing services under this Agreement. CITY shall waive the administrative cost of fingerprinting and shall pay the DOJ fees. If VENDOR or any VENDOR 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. 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) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. 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 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. If VENDOR represents that it is not required by law to maintain workers' compensation insurance coverage, VENDOR shall sign an affidavit to this effect, which shall be attached hereto and incorporated herein as Exhibit C.

(c) VENDOR shall require each of its subconsultants 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) 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 General Liability policy of insurance required by this Agreement shall contain an endorsement naming the CITY as an additional insured. If the class is located on Beverly Hills Unified School District Property, the General Liability policy of insurance shall also name the Beverly Hills Unified School District 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, the Beverly Hills Unified School District ("DISTRICT"), City Council and each member thereof, and every officer, employee and agent of CITY and DISTRICT, 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 notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 13. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 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. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 16. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 17. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than VENDOR.

Section 18. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ____ day of _____ 201__, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills

ATTEST:

BYRON POPE
City Clerk

VENDOR: JOANA TROCAN dba CHEER
4 U ATHLETICS



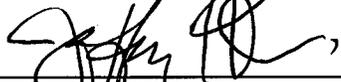
JOANA TROCAN
Owner

APPROVED AS TO FORM:

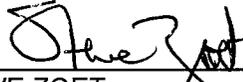


LAURENCE S. WIENER
City Attorney

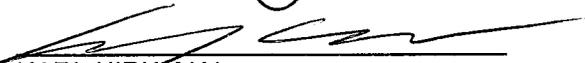
APPROVED AS TO CONTENT:



JEFFREY KOLIN
City Manager



STEVE ZOET
Director of Community Services



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

VENDOR shall provide cheerleading instruction services which shall include, without limitation, basic techniques of cheer, dance, stunts and gymnastics, jumps, kicks and tumbling for CITY's Recreation and Parks programs.

After-school classes and/or summer camps activities shall occur at locations and on a schedule subject to approval by CITY in writing. Rates for the cheer programs shall be subject to City's prior written approval. 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

ADDRESS

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION					

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

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

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

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

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

DATE : _____ BY : _____

 Authorized Insurance Representative
 TITLE : _____
 AGENCY : _____ Address : _____



COMMUNITY SERVICES DEPARTMENT

CITY OF BEVERLY HILLS
WORKER'S COMPENSATION STATEMENT

FY 2011-2012
JULY 1, 2011 TO JUNE 30, 2012

(FOR CONTRACTOR NOT SUBJECT TO CALIFORNIA WORKER'S COMPENSATION LAWS)

I, Joana Trocan 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.

VENDOR USE ONLY:

JOANA TROCAN

(NAME AS IT APPEARS ON CONTRACT)

10002112

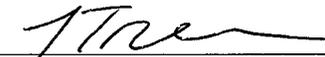
VENDOR NUMBER

JOANA TROCAN

(SIGNATORY'S PRINTED NAME)

310.428.3920

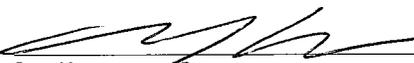
(TELEPHONE NUMBER)



(SIGNATURE)

(DATE SIGNED)

REVIEWED/APPROVED BY:



RISK MANAGEMENT DIVISION

6/7/11

DATE SIGNED

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
SAN DIEGUITO PUBLISHERS, INC. DBA SAN DIEGUITO
PRINTERS FOR PRINTING AND MAILING SERVICES FOR THE
COMMUNITY SERVICES BROCHURE

NAME OF CONTRACTOR:	San Dieguito Publishers, Inc. dba San Dieguito Printers
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Chris Baker, Marketing Manager
CONTRACTOR'S ADDRESS:	1880 Diamond Street San Marcos, CA 92078
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: Steve Zoet, Director of Community Services
COMMENCEMENT DATE:	July 1, 2011
TERMINATION DATE:	June 30, 2015, unless extended pursuant to section 2 of the Agreement
CONSIDERATION:	Not to exceed the amount set forth in City-approved purchase orders, based on the prices listed in Exhibit A

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
SAN DIEGUITO PUBLISHERS, INC. DBA SAN DIEGUITO
PRINTERS FOR PRINTING AND MAILING SERVICES FOR THE
COMMUNITY SERVICES BROCHURE

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and San Dieguito Publishers, Inc. dba San Dieguito Printers CONTRACTOR").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. When performing work under this Agreement, CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Time of Performance. The term of this Agreement shall commence on July 1, 2011 and terminate on June 30, 2015. If requested to provide services to the CITY, CONTRACTOR shall complete the performance of services in conformance with the project timeline established by the City Manager or his designee.

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, compensation based upon the per project prices set forth in Exhibit B, attached hereto and incorporated herein.

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

(c) Additional Services. City may from time to time require CONTRACTOR to perform additional services not included in the Scope of Work. Such requests for additional services shall be made by City in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONTRACTOR shall submit to City a detailed invoice for each project based on the rates set forth in Exhibit B. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed

amounts included on the invoice. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B.

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

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal.

(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 prior written consent of CITY.

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

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

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

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

Section 11. Insurance.

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

1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars

(\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

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

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

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

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

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

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

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

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

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

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

Section 16. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the Scope of Work. Any change in the Scope of Work requested by CONTRACTOR must be made in writing and approved by both parties. In addition, any cost due to changes in the Scope of Work must be agreed to by both parties.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

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

Section 22. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____, 201 ____, at Beverly Hills, California.

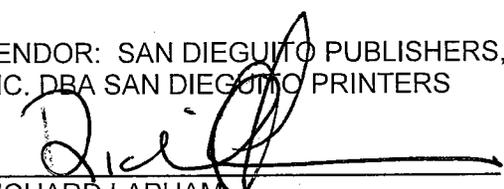
CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

ATTEST:

(seal)
BYRON POPE
City Clerk

VENDOR: SAN DIEGUITO PUBLISHERS,
INC. DBA SAN DIEGUITO PRINTERS



RICHARD LAPHAM
President



MARY LAPHAM
Treasurer

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT



STEVE ZOET
Director of Community Services



KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services/Price List

CONTRACTOR shall provide printing and mailing services to the satisfaction of CITY for the Community Services Brochure ("project") and detailed further below for the term of the Agreement based on the prices set forth in this Exhibit for the printing, pre-press, proofs, delivery, freight and sales tax of the project. At the time the notice to proceed is issued for the project, CITY shall determine the performance schedule to be adhered to by CONTRACTOR.

PRINTING & MAILING PROJECTS
Community Services Department

- PROJECT 1a: *Print Quarterly Community Services Brochure*
- PROJECT 2a: *Mail Quarterly Community Services Brochure*

PROJECT 1a: <i>Print Quarterly Community Services Brochure</i>	
• 23,500 copies per issue; 32 pages (Spring); and, 28 pages (Summer, Fall, Winter) including front and back exterior covers; Page size: 8 1/4" x 10 3/4"; Artwork full bleed; 4 issues – Summer, Fall, Winter, Spring	
• Vendor to Preflight job bi-annually and Advise as Needed; Turn Around Time: 15-20 days unless Rush Order requested	
• Cover: 4 color Front & Back; Text: 2 color PMS all pages	
• Cover Stock: 100# Gloss; Text Stock: 50# White Offset	
• Saddle-Stitched & Three Knife Trimmed	
• Art furnished by City on CD/DVD or electronically by PDF to printer's website in AdobeInDesign, PageMaker, Illustrator and PhotoShop files, prepared on Mac or PC; full bleed	
• Proofs: Blueline delivered in 5 working days or sooner after Preflight, plus color key or matchprint for cover to be approved by City Staff and returned via courier	
• Blueline Changes Per Page - \$8.00 per page	
• Additional Brochures Per Increment of 1,000 - \$275	
• Additional Pages per 4-page Increment - \$365.75 - \$398.43	
• Computer/Staff time at Printer if Changes Are Needed - \$80/hour	
• Rush Charge Per Issue – to be determined	
• Additional Insert per 23,500 Brochures (provided by City) \$401.94	
• Delivery/Freight – in mailing 2a	
• Delivery/Freight of Excess Brochures to City	
SUBTOTAL	\$24,771.59 per year

PROJECT 2a: Mail Quarterly Community Services Brochure	
• Mailing of 19,600 Newsletters x 4 seasonal issues annually	
• List Processing & Acquisition	
• Mailing Service: Postage is simplified DDU Saturation mailing of a thirty-two (32) page Spring brochure; and, twenty-eight (28) page Summer, Fall & Winter brochure	
• On 50# offset pages; 100# gloss cover trimmed to 8 ¼" x 10 ¾"; saddle-stitched and three knife trimmed	
• Delivery to Post Office	

SUBTOTAL **\$2,631.00 per year**

TOTAL **\$27,402.59 per year**

The pricing set forth in this Exhibit is CONTRACTOR's current pricing structure, and is guaranteed for the Summer 2011 issue through the Spring 2014/2015 issue. Commencing with the Summer 2012 issue, CONTRACTOR may increase this pricing structure if there is an increase in the price of paper from CONTRACTOR's paper mill. In the event of an increase in the price of paper, CONTRACTOR shall inform CITY by providing thirty (30) days prior written notice and furnish CITY with documentation from the paper mill of the price increase. CONTRACTOR shall supply CITY with an updated pricing sheet reflecting only that particular increase. If there is a decrease in the price of paper, CONTRACTOR shall also furnish CITY with updated pricing which reflects that particular decrease.

EXHIBIT B

Rates and Schedule of Payment

CONTRACTOR shall submit an itemized statement to CITY for its services performed upon delivery of the goods required by this Agreement. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) days of receipt of same.

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
	9 AUTOMOBILE LIABILITY					
	9 GENERAL LIABILITY					
	9 PRODUCTS/COMPLETED OPERATIONS					
	9 BLANKET CONTRACTUAL					
	9 CONTRACTOR'S PROTECTIVE					
	9 PERSONAL INJURY					
	9 EXCESS LIABILITY					
	9 WORKERS' COMPENSATION					
	9					

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

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

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

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

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

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
ADDRESS: _____

Exhibit C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2011

PRODUCER Edgewood Partners Insurance Center (EPIC) 19000 MacArthur Blvd. PH Floor Irvine, CA 92612 www.edgewoodins.com (949) 263-0606 (949) 263-0906	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED San Dieguito Publishers, Inc. San Dieguito Printers 1880 Diamond St. San Marcos CA 92069	INSURER A: Hartford Insurance Co.	
	INSURER B: Everest National Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	72UUNIV6225	2/15/2011	2/15/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP-AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	72UUNIV6225 <i>Deck Spoke</i>	2/15/2011	2/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	72XHUIV5860	2/15/2011	2/15/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under SPECIAL PROVISIONS below	5900002345	3/1/2011	3/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER BPP-Special Form Building \$2,500 Deductible	72UUNIV6225	2/15/2011	2/15/2012	\$9,195,000 \$2,469,429

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project 1A & 2A - Quarterly Community Services Brochure Bid #11-29.
 Certificate holder named additional insured as respects general liability but only if required by signed written contract with named insured prior to an occurrence & per form# HG0001 06/05. Primary coverage & waiver of subrogation for general liability applies per form# HG0001 06/05 if required by signed written contract prior to an occurrence. Policy is subject to all policy terms, conditions and exclusions. Auto liability additional insured per end.# HG0001.

CERTIFICATE HOLDER

Project 1A & 2A-Quarterly Community Svcs Brochure

City of Beverly Hills
 See Attached Addendum
 455 N. Rexford Dr., #260
 Beverly Hills CA 90210

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Susan J. Sampson

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE ADDENDUM

DATE ISSUED

5/2/2011

NAMED INSURED:

San Dieguito Publishers, Inc.
San Dieguito Printers
1880 Diamond St.
San Marcos CA 92069

CERTIFICATE HOLDER:

City of Beverly Hills
See Attached Addendum
455 N. Rexford Dr., #260
Beverly Hills CA 90210

City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City are named additional insureds per the endorsements listed on this certificate of insurance.

have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

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- (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the

insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily Injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

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