



AGENDA REPORT

Meeting Date: June 19, 2012

Item Number: G-20

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 (8)

Item A. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CHERYL BAYER BRADY D.B.A CREATIVE SPACE LLC FOR CHILDREN'S CRAFT AND MUSIC INSTRUCTION AND SUMMER CAMP AT A BEVERLY HILLS UNIFIED SCHOOL THROUGH THE DEPARTMENT OF COMMUNITY SERVICES, AND;

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$400,000 FOR DESCRIBED SERVICES

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and Cheryl Bayer Brady D.B.A Creative Space LLC to provide children's craft and music instruction and summer camp services through the City's Community Services Department and approve a purchase order in the amount \$400,000.

INTRODUCTION

Cheryl Bayer Brady D.B.A. Creative Space LLC had provided art and music instruction for the City for the past several years. For the past three years, Creative Space has provided the City's most well attended and successful summer camp for children ages 3-15 years of age. Last summer, close to 500 children attended the Camp generating over \$150,000 of revenue to the City. Even during difficult economic times, Creative Space was able to increase participation by over 100 participants over the previous summer.

DISCUSSION

Creative Space Summer Camp has struck a chord of content among Beverly Hills parents who appreciate the unique opportunities their child can experience such as stunts, extreme water play, movie making, aromatherapy, yoga, environmental art, beach trips and more.

As with all contractual vendors, the City collects 100% of the revenue. Creative Space will receive eighty percent (80%) of the revenue based on the resident rate. The City also retains the twenty-five (25%) higher difference non-residents pay for all Department program offerings.

FISCAL IMPACT

100% of the cost of this program is recovered by the City. City shall pay vendor at the rate of eighty percent (80%) of an amount to be based on the City resident rate multiplied by the number of registrants of the camp. Due to their overwhelming success, the scope of services in their agreement is slightly different than other summer camp vendors as they have an incentive to retain an eighty percent (80%) revenue share if two hundred (200) participants are registered by the end of July. If not, the agreement outlines payment reverts to a seventy percent (70%) split similar to other contractual vendors.

Item B. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND JEWISH FAMILY SERVICE FOR COMMUNITY ASSISTANCE FUNDS, AND;

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$113,000 FOR CONTINUATION OF SERVICES DESCRIBED.

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between City of Beverly Hills and Jewish Family Service for FY 2012-13 and approve a purchase order in the not-to-exceed amount of \$113,000.

INTRODUCTION

Jewish Family Service (JFS) was founded in 1854 and has a long history of providing services on a non-sectarian basis to families and individuals in need.

DISCUSSION

Jewish Family Service has provided Beverly Hills older adults with vital social services since 1992. The JFS Care Management Program is currently available to residents age 55 and older.

Care management provides a continuum of supportive services to those Beverly Hills elders who are the frailest, economically needy, and socially isolated and have minimal or no family support.

Assistance with activities of daily living is provided by contracted homecare agencies. Aids will assist with bathing, cooking, shopping, cleaning and other tasks as needed. Emergency purchase dollars may also be used to assist with limited emergency needs such as respite care, uncovered medical expenses or unforeseen utility bills. These added services make a

Meeting Date: June 19, 2012

difference in terms of quality of life and the ability to maintain older adults safely in their homes.

FISCAL IMPACT

Funds have been budgeted and are available for this purpose.

Item C. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND STEP UP ON SECOND FOR OUTREACH AND ENGAGEMENT PROGRAM IN SUPPORT OF CITY'S CLASP PROGRAM, AND;

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$90,100 FOR CONTINUATION OF THE SERVICES DESCRIBED.

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between City of Beverly Hills and Step Up On Second for outreach and engagement program in support of the Changing Lives and Sharing Places program (CLASP) and approve a purchase order in the not-to-exceed amount of \$90,100.

INTRODUCTION

Step Up on Second is a nationally recognized treatment center that is committed to the long-term support of re-integration of mentally ill individuals. The contract provides for an outreach/case management team trained to work with mentally ill homeless individuals who comprise the majority of the City's homeless.

DISCUSSION

For many years the City, and the region at large, have grappled with issues related to the causes and effects of homelessness. Complaints and concerns have been expressed by both the residential and business communities and include the impact of homeless people's behaviors and activities in public parks (including human waste and storage of personal property), public bathrooms (including public bathing), and City streets in commercial areas (including panhandling) that impair the quality of life for both the homeless and the community at large.

During fiscal year 2011-12, outreach efforts and shelter placements improved along with the development of collaborative relationships with City employees. This request is to continue the program at the same funding level as the current fiscal year.

FISCAL IMPACT

Funds have been budgeted and are available for this purpose.

Item D. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND WESTSIDE FOOD BANK FOR COMMUNITY ASSISTANCE FUNDS, AND;

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$80,000 FOR CONTINUATION OF THE SERVICES DESCRIBED.

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between City of Beverly Hills and Westside Food Bank for community assistance funding and approve a purchase order in the not-to-exceed amount of \$80,000.

INTRODUCTION

The Westside Food Bank provides food to 70 member agencies. Donated funds are used to purchase food in bulk resulting in economies of scale and achieving a food cost index significantly lower than what individuals and agencies can obtain.

DISCUSSION

WSFB reported that in 2011 in our service area, rising food prices, combined with income shortages, home foreclosures, high fuel cost and increasing unemployment, forced many families who thought of themselves as "middle class" to seek food pantry assistance. For families who do not qualify for food stamps, food pantries are often the only place they can turn for help.

FISCAL IMPACT

Funds have been budgeted and are available for this purpose.

Item E. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND THE MAPLE COUNSELING CENTER FOR COMMUNITY MENTAL HEALTH SERVICES, AND;

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$75,000 FOR CONTINUATION OF THE SERVICES DESCRIBED.

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between City of Beverly Hills and The Maple Counseling Center for community assistance funding and approve a purchase order in the not-to-exceed amount of \$75,000.

INTRODUCTION

The Maple Counseling Center (TMCC) has served the greater Los Angeles metropolitan area and City of Beverly Hills since 1971 as a non-profit, community-based mental health provider of low-cost psychological counseling to individuals, couples, families, and groups ranging in age from infants to seniors.

DISCUSSION

Access to affordable mental health services is a vital component of the Human Service Division's commitment to providing a social service safety-net to the community. During this continued economic downturn when many social services are being cut or even closed, TMCC provides local support to at-risk residents. Untreated or under-treated mental illness can lead to job loss, homelessness, addiction and even suicide. TMCC offers guidance and support before problems become chronic.

FISCAL IMPACT

Funds have been budgeted and are available for this purpose.

Item F. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PEOPLE ASSISTING THE HOMELESS (PATH) FOR COMMUNITY ASSISTANCE FUNDS, AND;

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$75,000 FOR CONTINUATION OF THE SERVICES DESCRIBED.

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between City of Beverly Hills and People Assisting The Homeless (PATH) for community assistance funding and approve a purchase order in the not-to-exceed amount of \$75,000.

INTRODUCTION

People Assisting the Homeless (PATH) has more than 25 years of experience providing outreach, housing and supportive services for the homeless, and has been serving homeless individuals in Beverly Hills since 1994.

DISCUSSION

The grant funding for programs and services provided by PATH complements the City's Changing Lives and Sharing Places (CLASP) program by ensuring that a shelter bed is available for a homeless individual who chooses to consider an option to life on the street. Homeless individuals are often nomadic and travel across the region, settling down for a day, week, month or longer, then picking up and moving on. Some return sporadically, some are never seen again. As a result, a homeless individual might be known by a number of communities and agencies. In order to reduce potential redundancies of service or duplications of efforts, Human Services has created a monthly collaboration meeting. Representatives from PATH, shelter managers, the faith-based community, library staff, our CLASP team, Beverly Hills Police Department, the District Attorney and others meet to maximize all of our resources including time, money and concern for the well-being of individuals we have come to know.

FISCAL IMPACT

Funds have been budgeted and are available for this purpose.

Item G. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND AK SOCCER ACADEMY FOR YOUTH SOCCER CAMPS AND CLASS INSTRUCTION SERVICES THROUGH THE CITY'S COMMUNITY SERVICES DEPARTMENT, AND;

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$75,000 FOR CONTINUATION OF THE SERVICES DESCRIBED.

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between City of Beverly Hills and AK Soccer Academy for youth soccer camps and classes and approve a purchase order in the not-to-exceed amount of \$75,000.

INTRODUCTION

AK Soccer Academy is a new vendor for the City of Beverly Hills. The vendor is scheduled to provide four (4) weeks of soccer camp at La Cienega Park. We anticipate over 200 youth will participate in the soccer camps.

DISCUSSION

The Agreement is for one (1) year with a not-to-exceed amount of \$75,000. As with all contractual vendors, the City collects 100% of the revenue. AK Soccer Academy receives seventy percent (70%) of the revenue based on the resident rate. The City also retains the twenty-five (25%) higher difference non-residents pay for all Department program offerings.

FISCAL IMPACT

100% of the cost of this program is recovered by the City. City shall pay the 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 in the program.

Item H. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND GLORIA WINER TO PROVIDE "PARENT AND ME" MUSIC AND MOVEMENT CLASS INSTRUCTION THROUGH THE CITY'S COMMUNITY SERVICES DEPARTMENT, AND;

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$54,000 FOR CONTINUATION OF THE SERVICES DESCRIBED.

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between City of Beverly Hills and Gloria Winer to provide "Parent and Me" music and movement class instruction and approve a purchase order in the amount not to exceed amount of \$54,000.

INTRODUCTION

Gloria Winer is the City's most popular Early Education contractual instructor. As a long-standing part-time instructor with the City, she transitioned to contractual services for three years in a row. Attendance at Gloria's classes continually reaches capacity with a waitlist.

DISCUSSION

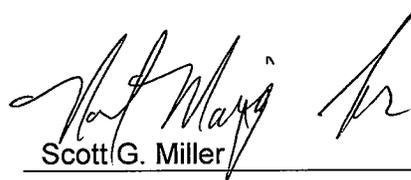
The Agreement is for one (1) year with the option to extend for an additional two (2) years with a not-to-exceed amount of \$54,000 per fiscal year. As with all contractual vendors, the City collects 100% of the revenue. Gloria Winer receives seventy percent (70%) of the revenue based on the resident rate. The City also retains the twenty-five (25%) higher difference non-residents pay for all Department program offerings.

FISCAL IMPACT

100% of the cost of this program is recovered by the City. The City shall pay the 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 in the program.



Noel Marquis



Scott G. Miller

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND CHERYL BAYER BRADY D.B.A. CREATIVE SPACE,
LLC, FOR CHILDREN'S CRAFT AND MUSIC INSTRUCTION
AND SUMMER CAMP AT A BEVERLY HILLS UNIFIED
SCHOOL THROUGH THE DEPARTMENT OF COMMUNITY
SERVICES

NAME OF VENDOR: Cheryl Bayer Brady d.b.a. Creative
Space, LLC

VENDOR'S ADDRESS: 11916 W. Pico Boulevard
Los Angeles, California 90064

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, 2012

TERMINATION DATE: June 30, 2013

CONSIDERATION: Not to exceed \$400,000 at the rate of 70% of
the registration fees (up to 200 registrants)
as described in Section 3; 80% of
registration fees (201 and above registrants)
as further described in Section 3(b)

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND CHERYL BAYER BRADY D.B.A. CREATIVE SPACE,
LLC, FOR CHILDREN'S CRAFT AND MUSIC INSTRUCTION
AND SUMMER CAMP AT A BEVERLY HILLS UNIFIED
SCHOOL THROUGH THE DEPARTMENT OF COMMUNITY
SERVICES

THIS AGREEMENT is made as of the Commencement Date set forth above, by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Cheryl Bayer Brady d.b.a. Creative Space, LLC, 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, 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.

Section 3. Compensation.

(a) After school classes. 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 after-school 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 undisputed billing within thirty (30) days of receipt of same.

(b) Summer Camp. CITY shall pay VENDOR monthly at the rate of eighty percent (80%) of an amount to be based on the CITY Summer Program resident rate multiplied by the number of registrants of the Summer Program. If by July 30, 2012 the number of

registrants enrolled in the Program is less than 200, CITY shall adjust payment on VENDOR's final invoice so that CITY shall pay VENDOR seventy percent (70%) of an amount to be based on the CITY resident rate multiplied by the number of registrants of the Summer Program. CITY shall pay VENDOR the amount of such undisputed 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 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 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 and VENDOR'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 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 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 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 VENDOR.

(b) VENDOR shall require, at all times during the term of this Agreement, the transportation service it hires to perform services under this Agreement to 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 Five Millions Dollars (\$5,000,000) 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 and employer's liability insurance as required by law.

(d) VENDOR shall require each of its subconsultants 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) 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.

(g) 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 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 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.

(i) 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, 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 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. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 15. 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 _____, 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

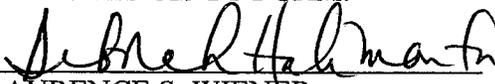
WILLIAM W. BRIEN, M.D.
Mayor of the City of Beverly Hills,
California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

VENDOR: CHERYL BAYER BRADY
D.B.A. CREATIVE SPACE, LLC

CHERYL BAYER BRADY
Owner

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:


JEFFREY KOLIN
City Manager



STEVEN ZOET
Director of Community Services



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

VENDOR shall provide a variety of creative after-school classes for children in grades K-3 and 4-8, including, but not limited to, arts, crafts and music. VENDOR shall also provide Creative Space Summer Camp activities for children ages 3-15, including but not limited to, sports, dance, water play, live animals and field trips to the beach. Both programs shall be conducted at a Beverly Hills Unified School from 9 a.m. until 3 p.m. for the CITY's Community Services Department programs.

After-school classes and Summer Camp activities shall occur at locations and on 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.



CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

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

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

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

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

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

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

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
 ADDRESS: _____

RM02.DOC REVISED 10/14/96.

AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND
JEWISH FAMILY SERVICE FOR COMMUNITY
ASSISTANCE FUNDS

THIS AGREEMENT is made and entered into in the City of Beverly Hills by and between the City of Beverly Hills, a municipal corporation ("City"), and Jewish Family Service, a non-profit corporation ("Recipient").

R E C I T A L S

WHEREAS it is City's intent to fund programs and services that benefit the residents of the City of Beverly Hills and programs that represent City's commitment to contribute to regional social and human services efforts;

WHEREAS, City desires to provide community assistance funds for the fiscal year 2012-2013 to continue to support the operation within the City of a valuable human service entity that provides a care management program for seniors and a senior peer volunteer program within City ("Project").

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, it is agreed as follows:

Section 1. Fund Authorization. City authorizes the sum of One Hundred Thirteen Thousand and no/100ths Dollars (\$113,000) to be paid to Recipient for the fiscal year 2012-2013. Payment shall be made to Recipient in the amount of Twenty-Eight Thousand Two Hundred Fifty and no/100ths Dollars (\$28,250) upon execution of this Agreement. Three additional payments of Twenty-Eight Thousand Two Hundred Fifty and no/100ths Dollars (\$28,250) each will be paid on October 1, 2012, January 1, 2013 and April 1, 2013, if Recipient complies with the terms of this Agreement.

Section 2. Use of Funds. Recipient shall use the community assistance funds for the operation and promotion of a Senior Care Management Program (\$80,000), Senior Peer Volunteer program (\$10,000) and Homecare Support Services/Emergency Purchase of Services (\$23,000).

Section 3. Reports. Recipient shall furnish comprehensive quarterly progress reports to the Human Services Administrator (hereinafter "Administrator") on a form provided by City as to the operation of the Project, including the use of funds provided to Recipient by City, specific Project activities and/or changes and the relative benefit of the Project to residents, visitors and/or employees of the City. The first report shall be furnished to the Administrator by October 1, 2012. Additional reports shall be furnished on January 1, April 1, and July 1, 2013.

Section 4. Assignments. This Agreement shall not be assigned by Recipient without the prior written consent of City.

Section 5. Independent Contractor Relationship. At all times during the term of this Agreement, Recipient shall be an independent contractor and Recipient, its officers, employees and agents shall not be employees of City.

Section 6. Termination. The term of this Agreement shall be twelve (12) months commencing July 1, 2012, unless terminated earlier or extended as provided herein. City or Recipient may terminate this Agreement, without cause, upon thirty (30) days written notice.

Section 7. Entire Agreement. This Agreement represents the entire integrated agreement between City and Recipient, 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 Recipient.

EXECUTED this ___ day of _____, 201_, in the City of Beverly Hills, California.

CITY OF BEVERLY HILLS,
a municipal corporation

WILLIAM W. BRIEN, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

JEWISH FAMILY SERVICE
a non-profit corporation

By: Paul S. Castro
PAUL S. CASTRO
Executive Director/
Chief Executive Officer

By: Trent Maggard
TRENT MAGGARD
Chief Financial Officer

APPROVED AS TO FORM:

Laurence S. Wiener
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

Jeffrey Molin
JEFFREY MOLIN
City Manager

Steven Zoet
STEVEN ZOET
Director of Community Services

James R. Latta
JAMES R. LATTA
Human Services Administrator

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
STEP UP ON SECOND FOR OUTREACH AND ENGAGEMENT
PROGRAM IN SUPPORT OF CITY'S CLASP PROGRAM

NAME OF CONSULTANT: Step Up on Second

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Tod Lipka, Chief Executive Officer

CONSULTANT'S ADDRESS: 1328 Second Street
Santa Monica, CA 90401

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

COMMENCEMENT DATE: July 1, 2012

TERMINATION DATE: June 30, 2013

CONSIDERATION: Not to exceed \$90,100 based on the budget
set forth Attachment 1 to Exhibit A

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
STEP UP ON SECOND FOR OUTREACH AND ENGAGEMENT
PROGRAM IN SUPPORT OF CITY'S CLASP PROGRAM

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Step Up on Second (hereinafter called "CONSULTANT").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CONSULTANT shall complete the performance of the Scope of Work by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee in writing.

Section 3. Compensation.

(a) CITY agrees to compensate CONSULTANT for the services provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

(b) CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Work. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONSULTANT said Consideration in accordance with the method and schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as

herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

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

Section 7. Responsible Principal(s)

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

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

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

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

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

Section 11. Insurance.

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

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

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

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

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

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

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

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

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

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

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

Section 13. Termination.

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

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

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

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

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

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

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

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

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

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

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

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

EXECUTED the ____ day of _____ 20____, at Beverly Hills,
California.

CITY OF BEVERLY HILLS
A Municipal Corporation

WILLIAM W. BRIEN M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONSULTANT: STEP UP ON SECOND

TOD LIPKA
Chief Executive Officer

MARLENE BARKLEY
Chief Financial Officer

APPROVED AS TO FORM

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager

STEVEN ZOET
Director of Community Services

KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall perform the following outreach and engagement program services in connection with CITY's Changing Lives and Sharing Places ("CLASP") program:

CONSULTANT shall provide a Homeless Outreach and Engagement Team ("Outreach Team") including one to two persons to work within the CITY limits and evaluate, assess and refer for services those identified as homeless and/or in need of community mental health support services as described herein and in CONSULTANT's proposal, attached hereto and made a part of this Agreement.

Staffing and Schedule:

CONSULTANT shall provide the following staffing:

(1) One Program Manager (8 hours per week) for program coordination and oversight of full-time staff.

(2) One full time employee – Outreach Case Manager (qualifications: college degree in related field with two or more years of experience working with homeless mentally ill individuals). The Outreach Case Manager shall work 40 hours per week with no overtime. Although an office will be provided, it is expected that the Outreach Case Manager will be out in the field. The schedule of work is driven by the scope of services provided herein. For example, outreach to many homeless and/or persons in need of community mental health support services typically occurs in the early morning hours, evening and on weekends. Therefore, the Case Manager shall adjust its schedule to ensure that the services provided are conducted in the most effective manner to achieve the objective described herein and in CONSULTANT's proposal.

(3) One (1) full time peer employee – Peer Advocate (qualifications: certification from a recognized peer training program). The Peer Advocate shall work up to 40 hours per week with no overtime. Although an office will be provided, it is expected that the Peer Advocate will be out in the field. The schedule of work is driven by the scope of services provided herein. For example, outreach to many homeless and/or persons in need of community mental health support services typically occurs in the early morning hours, evening and on weekends. Therefore, the Peer Advocate shall adjust its schedule to ensure that the services provided are conducted in the most effective manner to achieve the objective described herein and in CONSULTANT's proposal.

Program Activities and Expectations:

a) Services shall be administered primarily within the CITY limits with support from CONSULTANT's Santa Monica agency and other local service providers.

b) This Outreach Team will be comprised of CONSULTANT employees assigned to CITY to establish a connection with the chronic homeless in order to introduce them to services and benefits. CONSULTANT estimates that 75 - 80% of the Outreach Team's time shall be spent in the targeted areas making initial contact and repeat visits with individuals

and/or adjunct service providers. The balance of time shall be spent in the office completing documentation, reporting outcomes, and meeting with supervisory staff.

In addition, community outreach to the business and residential communities shall be provided. The Outreach Team and CONSULTANT shall also provide education and other collaborative support to the CITY's Police Department.

Outreach includes, but is not limited to, interfacing with businesses, churches, and other community groups to determine the needs of the CITY community in order to target services to the homeless and/or mentally ill. As further described in the proposal, the CONSULTANT shall reach out to the homeless and/or mentally ill with the goal of assessing their needs and coordinating services and assistance with other organizations for such persons.

c) In order to evaluate how well the Outreach Team accomplishes its mission, CONSULTANT has correlated quantifiable/measurable goals which focus on reintegration of the chronically homeless into the community with changes in key areas such as housing, finances, legal, education, adherence to treatment, and employment.

The Outreach Team shall collect data related to these goals and the target population through a general survey count, evaluation of and linkage to mental health services through one of CONSULTANT's intensive services programs or a Department of Mental Health agency (such as Edelman Mental Health Center) in addition to other basic life services such as shelter (PATH), food, clothing, hygiene products, medical care, etc. A record of services provided to an individual shall be maintained and held within established guidelines of confidentiality as appropriate. This data shall be compiled and submitted quarterly to CITY's Human Services Division. In addition and as directed by CITY, CONSULTANT shall provide reports or other documentation in a manner agreed upon by CITY and CONSULTANT to assist CITY in determining the effectiveness of the program.

d) CITY will provide office space, financial assistance toward a computer, supplies, and pay the agreed monthly rate for cell phones, mileage (does not include commuting to and from work in CITY), parking and other expenses itemized on the budget, attached hereto as Attachment 1. Both Outreach staff are salaried positions with benefits and the 12-month costs shall be prorated accordingly. The Outreach Peer Advocate shall be paid \$14.00 an hour. The benefits shall be prorated accordingly.

CONSULTANT shall provide the CITY with a monthly billing of expenditures made by the 15th of the following month. Copies of documentation for all disbursements of funds shall be provided as requested and/or required.

ATTACHMENT 1
 BUDGET 2011-2012
 OUTREACH GRANT PROPOSAL
 TO THE CITY OF BEVERLY HILLS
 FY 2012-2013

BUDGET ITEMS	Annual Ongoing Amount
PROGRAM MANAGER/DIRECTOR OF SUPPORTIVE SERVICES 10% of \$86,000	\$ 8,600
1 FTE OUTREACH COORDINATOR 1 FTE @ \$3,166.67 PER MONTH	\$ 38,000
1 FTE OUTREACH PEER ADVOCATE .50 FTE @ \$2,791.66 PER MONTH supported by this contract	\$ 16,730
Benefits: FICA / SUI / W. Comp. / Medical /Dental / Life / Vision, etc. @ 25%	\$ 15,833
STAFF TRAINING: CPR/CRISIS INTERVENTION/ETC.	\$ 153
DSL + PHONE SERVICE @ \$83.34 PER MONTH	\$ 1,000
(1) CELL PHONE AND SERVICE COST @ \$60.00 PER MONTH	\$ 720
OFFICE SUPPLIES: HANDOUTS, BUSINESS CARDS, CONSUMABLE SUPPLIES \$62.50 PER MONTH	\$ 750
PROGRAM SUPPLIES: emergency information listed on them, and daily necessities for homeless - such as nutrition bars, socks and hygiene products \$35.00 PER MONTH	\$ 420
MILEAGE REIMBURSEMENT (for both outreach staff) estimated 50 miles per week plus parking expense.	\$ 2,000
ADMINISTRATION 7.00%	\$ 5,894
*Note Monthly expenses explanation will be adjusted to reflect correctly yearly budget totals	
TOTAL PROGRAM BUDGET:	\$ 90,100

EXHIBIT B

SCHEDULE OF PAYMENT

CONSULTANT shall submit an itemized statement to CITY for its services performed in the prior month, 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

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input checked="" type="checkbox"/> BLANKET CONTRACTUAL <input checked="" type="checkbox"/> CONSULTANT'S PROTECTIVE <input checked="" type="checkbox"/> PERSONAL INJURY <input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" 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: 6/5/12 BY:
 AUTHORIZED INSURANCE REPRESENTATIVE

AGENCY: Step Up for Sevens TITLE: CEO
 ADDRESS: 1321 Grand St
San Francisco CA 94143

RM02.DOC REVISED 10/14/96.

AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND
WESTSIDE FOOD BANK FOR COMMUNITY ASSISTANCE
FUNDS

THIS AGREEMENT is made and entered into in the City of Beverly Hills by and between the City of Beverly Hills, a municipal corporation ("City"), and Westside Food Bank, a non-profit corporation ("Recipient").

RECITALS

WHEREAS it is City's intent to fund programs and services that benefit the residents of the City of Beverly Hills and programs that represent City's commitment to contribute to regional social and human services efforts;

WHEREAS, City desires to provide community assistance funds for fiscal year 2012-2013 to continue to support the operation within the City of a valuable entity which provides food to agencies on the Westside of Los Angeles; and

WHEREAS, Recipient is a non-profit corporation that acquires and distributes food to agencies and organizations serving homeless and low income persons on the Westside of Los Angeles ("Project").

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, it is agreed as follows:

Section 1. Fund Authorization. City authorizes the sum of Eighty Thousand and no/100ths Dollars (\$80,000) to be paid to Recipient for the fiscal year 2012-2013. Payment shall be made to Recipient in the amount of Twenty Thousand and no/100ths Dollars (\$20,000) upon execution of this Agreement. Three additional payments of Twenty Thousand and no/100ths Dollars (\$20,000) each will be paid on October 1, 2012, January 1, 2013 and April 1, 2013, if Recipient complies with the terms of this Agreement.

Section 2. Use of Funds. Recipient shall use the community assistance funds to aid in its purchase of bulk food for homeless and low income persons and programs serving them.

Section 3. Reports. Recipient shall furnish comprehensive quarterly progress reports to the Human Services Administrator (hereinafter "Administrator") on a form provided by City as to the operation of the Project, including the use of funds provided to Recipient by City, specific Project activities and/or changes and the relative benefit of the Project to residents, visitors and/or employees of the City. The first report shall be furnished to the Administrator by October 1, 2012. Additional reports shall be furnished on January 1, April 1, and July 1, 2013.

Section 4. Assignments. This Agreement shall not be assigned by Recipient without the prior written consent of City.

Section 5. Independent Contractor Relationship. At all times during the term of this Agreement, Recipient shall be an independent contractor and Recipient, its officers, employees and agents shall not be employees of City.

Section 6. Termination. The term of this Agreement shall be twelve (12) months commencing July 1, 2012, unless terminated earlier. City may terminate this Agreement, without cause, upon thirty (30) days written notice. If City elects to terminate the Agreement, Recipient shall not be entitled to any payments from City from the date of the notice of termination.

Section 7. Entire Agreement. This Agreement represents the entire integrated agreement between City and Recipient, 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 Recipient.

EXECUTED this ____ day of _____, 201__, in the City of Beverly Hills, California.

CITY OF BEVERLY HILLS,
a municipal corporation

WILLIAM W. BRIEN, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

WESTSIDE FOOD BANK,
a non-profit corporation

By: _____
BRUCE RANKIN
Chief Executive Officer

By: _____
DAVID WISEN
Chief Financial Officer

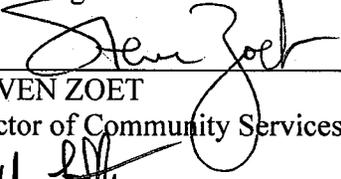
[Signatures continue]

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



STEVEN ZOET
Director of Community Services



JAMES R. LATTA
Human Services Administrator

AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND
THE MAPLE COUNSELING CENTER FOR COMMUNITY
ASSISTANCE FUNDS FOR COMMUNITY MENTAL HEALTH
SERVICES

THIS AGREEMENT is made and entered into in the City of Beverly Hills by and between the City of Beverly Hills, a municipal corporation ("City"), and The Maple Counseling Center, a non-profit corporation ("Recipient").

R E C I T A L S

WHEREAS it is City's intent to fund programs and services that benefit the residents of the City of Beverly Hills and programs that represent City's commitment to contribute to regional social and human services efforts;

WHEREAS, City desires to provide community assistance funds for fiscal year 2012-2013 to continue to support the operation within the City of a valuable entity which provides community mental health services; and

WHEREAS, Recipient is a non-profit corporation that provides affordable mental health services for individuals, couples, families and groups within City ("Project").

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, it is agreed as follows:

Section 1. Fund Authorization.

City authorizes the sum of Seventy-Five Thousand and no/100ths Dollars (\$75,000) to be paid to Recipient for the fiscal year 2012-2013. Payment shall be made to Recipient in the amount of Eighteen Thousand Seven Hundred Fifty and no/100ths Dollars (\$18,750) upon execution of this Agreement. Three additional payments of Eighteen Thousand Seven Hundred Fifty and no/100ths Dollars (\$18,750) each will be paid on October 1, 2012, January 1, 2013 and April 1, 2013, if Recipient complies with the terms of this Agreement.

Section 2. Use of Funds. Recipient shall use the community assistance funds to provide low-cost, individual, group and senior counseling for the Beverly Hills community.

Section 3. Reports. Recipient shall furnish comprehensive quarterly progress reports to the Human Services Administrator (hereinafter "Administrator") on a form provided by City as to the operation of the Project, including the use of funds provided to Recipient by City, specific Project activities and/or changes and the relative benefit of the Project to residents and/or visitors of the City. The first report shall be furnished to the Administrator by October 1, 2012. Additional reports shall be furnished on January 1, April 1, and July 1, 2013.

Section 4. Assignments. This Agreement shall not be assigned by Recipient without the prior written consent of City.

Section 5. Independent Contractor Relationship. At all times during the term of this Agreement, Recipient shall be an independent contractor and Recipient, its officers, employees and agents shall not be employees of City.

Section 6. Termination. The term of this Agreement shall be twelve (12) months commencing July 1, 2012, unless terminated earlier. City may terminate this Agreement, without cause, upon thirty (30) days written notice. If City elects to terminate the Agreement, Recipient shall not be entitled to any payments from City from the date of the notice of termination.

Section 7. Entire Agreement. This Agreement represents the entire integrated agreement between City and Recipient, 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 Recipient.

EXECUTED this ____ day of _____, 20__, in the City of Beverly Hills, California.

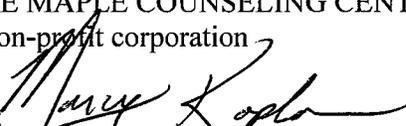
CITY OF BEVERLY HILLS,
a municipal corporation

WILLIAM W. BRIEN, M.D.
Mayor of the City of Beverly Hills, California

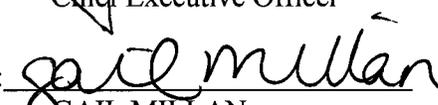
ATTEST:

(SEAL)
BYRON POPE
City Clerk

THE MAPLE COUNSELING CENTER,
a non-profit corporation

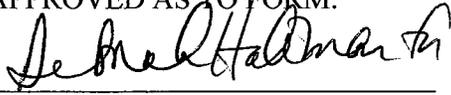
By: 

MARCY KAPLAN, MSW
Chief Executive Officer

By: 

GAIL MILLAN
Corporate Secretary

APPROVED AS TO FORM:

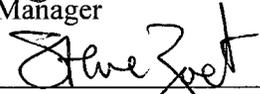


LAURENCE S. WIENER
City Attorney

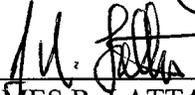
APPROVED AS TO CONTENT:



JEFFREY KOLIN
City Manager



STEVEN ZOET
Director of Community Services



JAMES R. LATTA, LCSW
Human Services Administrator

AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND
PEOPLE ASSISTING THE HOMELESS (P.A.T.H.) FOR
COMMUNITY ASSISTANCE FUNDS

THIS AGREEMENT is made and entered into in the City of Beverly Hills by and between the City of Beverly Hills, a municipal corporation ("City"), and People Assisting the Homeless (P.A.T.H.), a non-profit corporation ("Recipient").

R E C I T A L S

WHEREAS it is City's intent to fund programs and services that benefit the residents of the City of Beverly Hills and programs that represent City's commitment to contribute to regional social and human services efforts;

WHEREAS, City desires to provide community assistance funds for fiscal year 2012-2013 to continue to support the operation within the City of a valuable entity which provides services to homeless persons on the westside of Los Angeles; and

WHEREAS, Recipient is a non-profit corporation serving homeless persons on the Westside of Los Angeles ("Project").

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, it is agreed as follows:

Section 1. Fund Authorization. City authorizes the sum Seventy-Five Thousand and no/100ths Dollars (\$75,000.00) to be paid to Recipient for fiscal year 2012-2013. Payment shall be made to Recipient in the amount of Eighteen Thousand Seven Hundred Fifty and no/100ths Dollars (\$18,750) upon execution of this Agreement. Three additional payments of Eighteen Thousand Seven Hundred Fifty and no/100ths Dollars (\$18,750) each will be paid on October 1, 2012, January 1, 2013 and April 1, 2013, if Recipient complies with the terms of this Agreement.

Section 2. Use of Funds. Recipient shall use the community assistance funds to aid in its provision of services, including four (4) year-round interim/transitional housing beds (1,460 bed-nights) for homeless individuals referred by the City, comprehensive case management to help secure housing as quickly as possible and five (5) tenant-based Section 8 vouchers to provide affordable and permanent supportive housing in Los Angeles County.

Section 3. Reports. Recipient shall furnish comprehensive quarterly progress reports to the Human Services Administrator (hereinafter "Administrator") on a form provided by City as to the operation of the Project, including the use of funds provided to Recipient by City, specific Project activities and/or changes and the relative benefit of the Project to residents, visitors and/or employees of the City. The first report shall be furnished to the Administrator by October 1, 2012. Additional reports shall be furnished on January 1, April 1, and July 1, 2013.

Section 4. Assignments. This Agreement shall not be assigned by Recipient without the prior written consent of City.

Section 5. Independent Contractor Relationship. At all times during the term of this Agreement, Recipient shall be an independent contractor and Recipient, its officers, employees and agents shall not be employees of City.

Section 6. Termination. The term of this Agreement shall be twelve (12) months commencing July 1, 2012, unless terminated earlier or extended as provided herein. City or Recipient may terminate this Agreement, without cause, upon thirty (30) days written notice.

Section 7. Entire Agreement. This Agreement represents the entire integrated agreement between City and Recipient, 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 Recipient.

EXECUTED this ____ day of _____, 20 ____, in the City of Beverly Hills, California.

CITY OF BEVERLY HILLS,
a municipal corporation

WILLIAM W. BRIEN, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

PEOPLE ASSISTING THE HOMELESS
(P.A.T.H.), a non-profit corporation

By: _____
JOEL JOHN ROBERTS
Chief Executive Officer

By: _____
EVA VOLLMER
Corporate Secretary

APPROVED AS TO FORM:

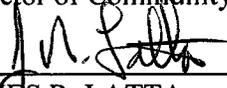
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



STEVEN ZOËT
Director of Community Services



JAMES R. LATTA
Human Services Administrator

AGREEMENT BETWEEN THE CITY OF BEVERLY
HILLS AND AK SOCCER ACADEMY FOR YOUTH
SOCCER CAMPS AND CLASS INSTRUCTION
SERVICES THROUGH THE CITY'S COMMUNITY
SERVICES DEPARTMENT

NAME OF CONTRACTOR: AK Soccer Academy

RESPONSIBLE PRINCIPAL
OF CONTRACTOR: Asaf Kolin, Owner

CONTRACTOR'S ADDRESS: 1419 N. Fairfax Ave.
West Hollywood, CA 90046

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, 2012

TERMINATION DATE: June 30, 2013, unless extended pursuant to
Section 2

CONSIDERATION: Not to exceed \$75,000 per year as more
particularly described in Section 3

AGREEMENT BETWEEN THE CITY OF BEVERLY
HILLS AND AK SOCCER ACADEMY FOR YOUTH
SOCCER CAMPS AND CLASS INSTRUCTION
SERVICES THROUGH THE CITY'S COMMUNITY
SERVICES DEPARTMENT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and AK Soccer Academy (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.

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

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

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 (2) additional one-year periods pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation. Upon satisfactory completion of all soccer camps and class instruction 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 make two payments to CONTRACTOR upon receipt of an itemized statement on a form acceptable to CITY for CONTRACTOR'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 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. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of CITY.

Section 6. CONTRACTOR and CITY: Responsible Principal.

(a) The Responsible Principal of CONTRACTOR 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) The Responsible Principal of CITY shall be Steve Zoet, Director of Community Services and shall serve as principal liaison between CITY and CONTRACTOR. CITY shall notify CONTRACTOR of any change in CITY's Responsible Principal.

Section 7. Personnel.

(a) All of the services required under this Agreement shall be performed by CONTRACTOR.

(b) Prior to CONTRACTOR performing services under this Agreement, CONTRACTOR shall be fingerprinted by the CITY Police Department in order to conduct a State Department of Justice ("DOJ") background check, unless CITY authorizes CONTRACTOR to commence work while CITY conducts the background check. CITY shall waive the administrative cost of fingerprinting and shall pay the DOJ fees. If CONTRACTOR 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 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 9. 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 in accordance with State law, covering any vehicle utilized by CONTRACTOR in performing the services required by this Agreement.

(c) CONTRACTOR represents that it is not required by law to maintain workers' compensation or employer's liability insurance coverage and shall sign an affidavit to this effect, attached hereto and incorporated herein as Exhibit B, attached hereto and incorporated herein. If, at any time, CONTRACTOR's employee situation changes, CONTRACTOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(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 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 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 10. 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 11. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) 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 full compensation for all services performed by CONTRACTOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONTRACTOR 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 CONTRACTOR for the full performance of the services required by this Agreement.

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. 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 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. 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 _____, 20__ at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

WILLIAM W. BRIEN, M.D.
Mayor of the City of Beverly Hills,
California

ATTEST:

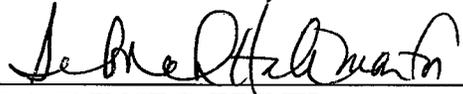
BYRON POPE
City Clerk

CONTRACTOR:
AK SOCCER ACADEMY



ASAF KOLIN
Owner

APPROVED AS TO FORM:

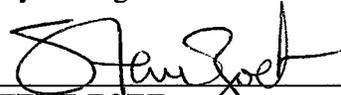


LAURENCE S. WIENER
City Attorney

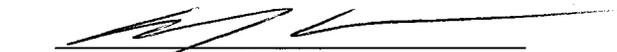
APPROVED AS TO CONTENT:



JEFFREY KOLIN
City Manager



STEVE ZOET
Director of Community Services



KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

CONTRACTOR shall provide youth soccer skills camps and class instruction services for CITY's Department of Community Services 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 camps and classes at its discretion. CITY shall set the rates charged for the youth soccer skills camp and classes.

EXHIBIT B

**CITY OF BEVERLY HILLS
WORKER'S COMPENSATION STATEMENT**

FISCAL YEAR 2012-2013
JULY 1, 2012 TO JUNE 30, 2013

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

I, Asaf Kolin, 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:

AK Soccer Academy
(COMPANY NAME)

ASAF KOLIN
(SIGNATORY'S PRINTED NAME)


(SIGNATURE)

1310-429717
(TELEPHONE NUMBER)

(DATE SIGNED)

REVIEWED/APPROVED BY:


Risk Management Division

5/14/12
Date Signed

**EXHIBIT C
CERTIFICATE OF INSURANCE**

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

A.
B.
C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	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					

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: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/9/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Westpoint Insurance Group, Ltd. 5920 W. 111th St Chicago Ridge IL 60415		CONTACT NAME: PHONE (AC No. Ext): (800)318-7709 FAX (AC No.): (708)636-3915 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00018121	
INSURED AK Soccer Academy 1419 North Fairfax Ave Apt 3 Nest Hollywood CA 90046		INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

John
2/6/12

COVERAGES **CERTIFICATE NUMBER: CL121927406** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INBR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X			6992769-04	12/01/2011	12/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below				N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is also additional insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Beverly Hills	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terri Tomasik/JAMIE
-----------------------	--

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
GLORIA WINER TO PROVIDE "PARENT AND ME" MUSIC AND
MOVEMENT CLASS INSTRUCTION THROUGH THE CITY'S
COMMUNITY SERVICES DEPARTMENT

NAME OF VENDOR:	Gloria Winer
RESPONSIBLE PRINCIPAL OF VENDOR:	Gloria Winer, Owner
VENDOR'S ADDRESS:	215 N. Oakhurst Beverly Hills, CA 92110
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, 2013, unless extended pursuant to Section 2 of the Agreement
CONSIDERATION:	Not to exceed \$54,000 per year at the rate set forth in Section 3

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
GLORIA WINER TO PROVIDE "PARENT AND ME" MUSIC AND
MOVEMENT CLASS INSTRUCTION THROUGH THE CITY'S
COMMUNITY SERVICES DEPARTMENT

THIS AGREEMENT is made by and between the City of Beverly Hills
(hereinafter called "CITY"), and Gloria Winer, 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
set forth in Exhibit A.

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services.

(a) VENDOR shall perform the Scope of Services 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 perform 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 this
Agreement in writing for two 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 Vehicle Liability insurance covering personal injury and property damage, with minimum limits as required by State law, covering any vehicle utilized by VENDOR in performing the services required by this Agreement.

(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, each year this Agreement is in effect, sign an affidavit to this effect, which shall be attached hereto and incorporated herein as Exhibit B.

(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 a form acceptable to the CITY's Risk Manager, 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. If services under this Agreement require General Liability policy of insurance, the policy 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, 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 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

WILLIAM W. BRIEN, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

VENDOR: GLORIA WINER
Gloria Winer

GLORIA WINER
Owner

APPROVED AS TO FORM:
Laurence S. Wiener

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:
Jeffrey Kolin

JEFFREY KOLIN
City Manager

Steve Zoet

STEVE ZOET
Director of Community Services

Karl Kirkman

KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

VENDOR shall provide music and movement class instruction to children and their parents through the CITY's Community Services Department. Classes will run approximately 10-14 weeks per session during each of the four yearly sessions offered by CITY. CITY shall determine the schedule including the dates, times and location of the classes.

Activities shall occur at locations and on 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 sole discretion. All classes will take place at one of the two CITY Community Centers as determined by CITY staff.



EXHIBIT B
COMMUNITY SERVICES DEPARTMENT

CITY OF BEVERLY HILLS
WORKER'S COMPENSATION STATEMENT

FY 2012-2013
JULY 1, 2012 TO JUNE 30, 2013

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

I, GLORIA WINER, 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:

GLORIA WINER
(NAME AS IT APPEARS ON CONTRACT)

GLORIA WINER
(SIGNATORY'S PRINTED NAME)

Gloria Winer
(SIGNATURE)

26908
VENDOR NUMBER

(310) 275-7215
(TELEPHONE NUMBER)

(DATE SIGNED)

REVIEWED/APPROVED BY:

[Signature]
RISK MANAGEMENT DIVISION

5/29/12
DATE SIGNED