



AGENDA REPORT

Meeting Date: July 7, 2009
Item Number: G-13
To: Honorable Mayor & City Council
From: Scott Miller, Director of Administrative Services and CFO
Noel Marquis, Assistant Director of Administrative Services - Finance
Subject: **APPROVAL OF AGREEMENTS WITH VARIOUS VENDORS FOR PROVISION OF ANNUAL SERVICES; AND AUTHORIZATION OF BLANKET PURCHASE ORDERS FOR SUPPLIES AND SERVICES FOR THE CITY'S DEPARTMENTS**

Attachments:

1. Exhibit A
2. Agreements (8)

RECOMMENDATION

Staff recommends that the City Council approve:

- ITEM A. AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND EDGESOFT, INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES**
- ITEM B. AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MICHINORI YAMAGIWA DBA SAMURAI ACTION STUDIO, INC. FOR ACTION HERO CLASS INSTRUCTION AND SUMMER CAMP THROUGH THE CITY'S COMMUNITY SERVICES DEPARTMENT**
- ITEM C. AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PACIFIC COAST CABLING, INC. FOR PRETESTING AND TERMINATING FIBER OPTICS AND COPPER CABLES**
- ITEM D. AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PCS ENTERPRISES, INC. DBA PRIME TIME SPORTS CAMP FOR YOUTH SPRING AND SUMMER SPORTS CAMPS**

- ITEM E. AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND SOUTHERN COUNTIES OIL CO., A CA LIMITED PARTNERSHIP, DBA SC FUELS FOR PROVISION OF GASOLINE, DIESEL, FUEL AND LUBRICANTS**
- ITEM F. AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND TIM BOWEN DBA PLAY-WELL TEKNOLOGIES FOR ENGINEERING SUMMER CAMP THROUGH THE CITY'S COMMUNITY SERVICES DEPARTMENT.**
- ITEM G. AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND WITTMAN ENTERPRISES, LLC FOR AMBULANCE BILLING AND COLLECTION SERVICES**
- ITEM H. AMENDMENT NO. 4 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND XEROX CORPORATION FOR LEASE OF CITYWIDE COPIERS, LICENSE OF SOFTWARE, INSTALLATION AND RELATED SERVICES**

And approve the annual blanket purchase orders identified on Exhibit A in the total amount of \$25,489,053.58.

INTRODUCTION

This report requests the City Council for- (1) approval of the authorization of blanket purchase orders (BPO) to cover goods or services supplied by responsible vendors; and (2) approval of agreements related to the annual services. BPOs for goods or services from selected vendors are ordered by City departments on an "as-needed" basis.

DISCUSSION

The City issues BPOs to vendors who provide goods and services throughout a given fiscal year. Prior to an issuance of a BPO to any vendor, a selection process based on the City's purchasing procedures has already been made to minimize delays in acquiring goods or services by any department in the City.

Issuing BPOs is both efficient and cost effective for the City. For example, when Police Department vehicles are damaged and need immediate repair or when the Fire Department's paramedics' emergency responders need essential medical and pharmaceutical supplies, a better price is achieved through the competitive pricing they get from multiple suppliers. Department staff periodically checks and ascertain costing to obtain the most competitive pricing through these BPOs.

While the price is a concern, it is never the sole determining factor in making a purchasing decision. Equally important and earnestly considered are product reliability, availability and quality; vendor ability to deliver the goods or services; store location and accessibility for will-call situations; and vendor performances.

The City encourages procurement that minimizes environmental impact. Issuing a BPO that is good for an entire fiscal year versus issuing several purchase orders to the same vendor for the same goods or services throughout the fiscal year addresses the time consuming procurement process considerably. Significant benefits include (1) a reduction in paperwork (which also

Meeting Date: July 7, 2009

translates into saving energy, paper, ink; decreasing the wear and tear of office machines) and (2) an increase of available manpower that can be utilized to support other City concerns.

BPOs are for the convenience of the City and its daily operational needs. The City does not guarantee any minimum annual purchases; can cancel a BPO any time; and is under no obligation to spend any or all funds encumbered. All BPOs automatically expire on June 30 of any given fiscal year.

The vendors and dollar amounts listed in Exhibit A are for items approved within the Fiscal Year 2009-2010 budget.

FISCAL IMPACT

Funds for each of the BPOs requested in Exhibit A have been approved in the Fiscal Year 2009/2010 budget. The total of all requests within this report is \$25,489,053.58.



Noel Marquis
Finance Approval



Scott G. Miller
Approved By

City of Beverly Hills
Listing of Annual Blanket Purchase Orders

Exhibit - A

BUILDING AND FACILITIES

Janitorial Maintenance Services & Supplies

Able Building Maintenance Company \$ 1,523,171.60
 Citywide custodial services.

Buildings - Maintenance, Supplies & Contractors

ABM Engineering Service \$ 484,279.34
 Engineering services for mechanical-electrical services, fire and life safety, heating, ventilating & air conditioning systems.

TOTAL BUILDING AND FACILITIES:

\$ 2,007,450.94

VEHICLES - Supplies and Maintenance

Bodyworks, Inc. \$ 70,000.00
 Heil Rapid Rail refuse truck repair parts.
 Southern California Oil Co. **w/AGREEMENT** \$ 500,000.00
 Gasoline, diesel, fuel, lubricant products.

EQUIPMENT - Supplies and Maintenance

AT & T/Cingular Wireless \$ 55,200.00
 Wireless communications and equipment services for various departments.
 Avaya, Inc. \$ 123,000.00
 Annual support & maintenance for the City's telecommunications system.
 CDW Government, Inc. \$ 75,000.00
 Computer equipment includes replacement parts, spares & incidentals related to hardware, software & Infrastructure equipment as-needed.
 Compucom \$ 150,484.37
 Maintenance and support of the City's Microsoft software systems.
 Data Systems Worldwide, Inc. \$ 247,893.00
 Monthly T-1 internet access for city's web services; Juniper hardware/software maintenance, etc.
 Dell Marketing L.P. \$ 150,000.00
 Equipment including mobile computing hardware, peripherals and related components in support of anticipated Council & City Manager initiatives.
 Edgesoft, Inc. **w/ AGREEMENT** \$ 100,000.00
 Consulting services related to E-Gov initiative.
 GovConnection, Inc. \$ 75,000.00
 Replacement parts, spares & incidentals related to hardware, software & infrastructure equipment.
 Innovative Interfaces, Inc. \$ 52,023.00
 Library automation system hardware/software annual maintenance.
 Mainline Information Systems \$ 107,265.00
 Replacement parts related to hardware, software and infrastructure equipment.
 Mainline Professional Services, LLC. \$ 200,000.00
 I T professional services.
 Motorola, Inc. \$ 162,313.90
 Annual support for public safety's Motorola radio system including infrastructure and subscriber units.
 Pacific Coast Cabling, Inc. **w/ AMENDMENT#1** \$ 100,000.00
 Cabling services as needed.

City of Beverly Hills

Exhibit - A

Listing of Annual Blanket Purchase Orders

Sungard Pentamation, Inc. Support and maintenance of software and hardware.	\$	105,306.11
Tiburon, Inc. Software support and maintenance.	\$	128,681.00
Xerox Capitol Services, LLC w/ AMENDMENT#4 Copier rentals.	\$	347,950.00

TOTAL VEHICLES AND EQUIPMENT

\$ 2,750,116.38

Postage

Neopost, Inc. Rental, maintenance, repair and supplies for Neopost mail machine.	\$	129,315.69
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Office Supplies

Kelly Paper Company Citywide printing paper.	\$	65,000.00
Office Max, Incorporated Citywide office supplies.	\$	107,418.75

Uniforms, Linens, Etc.

Angelica Textile Services Rental and cleaning of uniforms and towels.	\$	105,010.00
Galls Retail Ca Lock Box Uniforms and accessories.	\$	70,640.74

TOTAL POSTAGE, UNIFORMS AND SUPPLIES

\$ 477,385.18

ENTERPRISE FUND OPERATIONS

Parking Operations

Ampco System Parking Valet parking services in various City Parking Facilities.	\$	765,000.00
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Solid Waste and Refuse Disposal

Crown Disposal Co., Inc. Commercial and residential solid waste collection.	\$	6,860,000.00
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Water System

Ads Environmental Services Maintenance and repair services for sewer flow monitoring equipment and monthly wastewater sampling and data analysis.	\$	61,301.04
Basic Chemical Solutions, LLC. Chemicals (sulfuric acid, sodium/ammonium hydroxide, sodium hypochlorite) for the treatment of water in the reverse osmosis water treatment plant.	\$	141,950.00
C. Wells Pipeline Materials Inc. Various Water Works Supplies	\$	136,500.00
Cemex Cement, concrete & sand slurry mix for backfilling excavations & restoration of concrete curbs & sidewalks.	\$	57,000.00
J W D'Angelo Co. Various Water Works Supplies	\$	96,500.00
L A County Department of Public Works Administration of industrial wastewater discharge program; maintenance of traffic signals.	\$	55,500.00

City of Beverly Hills

Exhibit - A

Listing of Annual Blanket Purchase Orders

Layne Christensen Company	\$	100,000.00	
Maintenance & repair services of water well and pumping station facilities.			
Mcmaster-Carr Supply Company	\$	50,600.00	
Small tools, hardware & construction supplies			
Olin Corporation	\$	60,000.00	
Chemicals (sodium hypochlorite) for the treatment of water in the reverse osmosis water treatment plant.			
Truesdail Laboratories, Inc.	\$	109,500.00	
Wastewater, stormwater & potable water sampling and analysis.			
Western Water Works Supply Co.	\$	121,500.00	
Various Water Works Supplies			
TOTAL ENTERPRISE FUND OPERATIONS:			\$ 8,615,351.04
Library			
Baker and Taylor, Inc.	\$	187,500.00	
Book purchases.			
Brodart Company	\$	70,000.85	
Book purchases, library materials and supplies.			
EBSCO Subscription Services	\$	89,000.00	
Subscription services and database access.			
Thomson-Gale	\$	130,000.00	
Standing order titles.			
Recreation & Parks			
Avalon Communications	\$	195,599.02	
Printing & mailing services.			
Brit West Soccer, Inc.	\$	63,000.00	
Youth soccer instruction.			
PCS Enterprises, Inc. w/ AGREEMENT	\$	65,000.00	
Youth sports instruction.			
Yong T Lee dba Planet Bravo, LLC	\$	77,000.00	
Technology focused summer and winter camp instruction.			
Landscape Maintenance			
West Coast Arborist, Inc.	\$	1,570,176.00	
Maintenance of the City's urban forest- removal/replacement of trees; alley tree trimming & weed abatement maintenance services.			
TOTAL COMMUNITY SERVICES:			\$ 2,447,275.87
Bus and Shuttle Transportation Services			
MV Transportation	\$	667,595.00	
Management of City's transit services.			
TOTAL TRANSPORTATION SERVICES:			\$ 667,595.00
Audit Services			
Mayer Hoffman McCann, P.C.	\$	79,000.00	
Professional auditing services.			
Muniservices Company	\$	980,406.54	
Business tax audit services.			

City of Beverly Hills
Listing of Annual Blanket Purchase Orders

Exhibit - A

Bank Services

U S Bank	\$	50,800.63
Bonds		

Consulting Services

Admisure	\$	265,000.00
Worker's compensation self-insurance administration services.		
Aon Consulting & Insurance Services	\$	150,000.00
Actuarial services.		
ACS State & Local Solutions	\$	785,662.00
Processing service for the City's Parking Citation Management System.		
Carl Warren	\$	95,000.00
Self-insurance administration services.		
City of Los Angeles, Department of Animal Services	\$	100,000.00
Animal care and control services.		
Dapeer, Rosenblit & Litvak, LLP.	\$	250,000.00
Municipal code enforcement legal services.		
HF&H Consultants, LLC	\$	115,000.00
Solid waste analysis including rates and operational audits.		
JSLs, Inc.	\$	75,000.00
Business registration collection services.		
Richards, Watson & Gershon	\$	1,870,210.00
Legal Services.		
Tegner-Miller Insurance	\$	3,000,000.00
Brokerage services relatd to the City's insurance needs.		
The Wackenhut Corporation	\$	593,000.00
Operation & management of City jail.		

Advertising

The Beverly Hills Courier Publishing Co., LLC.	\$	60,600.00
Advertising and notices in the newspaper.		
Beverly Hills Weekly	\$	54,200.00
Advertising and notices in the newspaper.		

TOTAL CONSULTANTS AND SERVICES

\$ 8,523,879.17

TOTAL:

\$ 25,489,053.58

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND EDGESOFT, INC. FOR INFORMATION TECHNOLOGY
CONSULTING SERVICES

NAME OF CONSULTANT: Edgesoft, Inc.

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Shan Sundar, President

CONSULTANT'S ADDRESS: 6133 Bristol Parkway, Suite 301
Culver City CA 90230

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: David Schirmer, Chief
Information Officer

COMMENCEMENT DATE: July 1, 2009

TERMINATION DATE: June 30, 2012, unless sooner terminated

CONSIDERATION: An amount not to exceed \$100,000, annually
(including applicable taxes) as more fully
described in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND EDGESOFT, INC. FOR INFORMATION TECHNOLOGY
CONSULTING SERVICES

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

RECITALS

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

B. Consultant represents that it is qualified and able to perform the Services in accordance with the terms set forth herein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. Consultant's Services. Consultant shall provide the consulting services on an "as needed" basis or as mutually agreed to by the parties, relating to the City's web applications and as more particularly described in Exhibit A, in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Time of Performance. This Agreement shall commence upon a notice to proceed, and shall terminate on the Termination Date set forth above, unless sooner terminated pursuant to Section 11 of this Agreement.

Section 3. Compensation. City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). City shall pay Consultant said Consideration in accordance with the schedule of payment set forth in Exhibit B.

Section 4. 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 5. Assignment and Subcontracting. Consultant shall not assign or attempt to assign any portion of this Agreement, or subcontract any required performance

hereunder, without the prior written approval of City. Consultant, however, shall at all times be responsible for the services performed by any subcontractors.

Section 6. 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 7. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform Consultant's services under this Agreement.

Section 8. Interests of Consultant. Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Consultant.

Section 9. Insurance.

(a) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive 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.

(b) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Consultant in performing the services required by this Agreement.

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

(d) Consultant 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) 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.

(g) 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 on Exhibit C, attached hereto and incorporated herein, or satisfactory to the City Attorney and Risk Manager, 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.

(h) The policies of insurance required by this Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insureds. 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.

(i) The insurance provided by Consultant shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation. The Consultant hereby waives all rights of subrogation against City.

(j) 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 10. Indemnification.

(a) Consultant shall indemnify, defend and hold City, its elected officials, officers, employees, agents and volunteers free and harmless with respect to all claims, suits, actions, liabilities, expenses and/or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by City, court costs, interest and defense costs including expert witness fees, where the same arise out of, or are connected with, in whole or in part, the acts or omissions of Consultant, or any of Consultant's officers, agents, employees or contractors, in the performance of this Agreement, and which result in death, personal injury or property damage to any individual or entity, including the employees or officials of Consultant.

(b) Consultant's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to the City, its elected officials, officers, agents, employees and volunteers.

(c) City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be

applicable to the claim, demand, damage, liability, loss, cost or expense. Consultant agrees that Consultant's covenant under this section shall survive the termination of this Agreement.

Section 11. Termination.

(a) Either party may cancel this Agreement, with or without cause, at any time upon five (5) days written notice to the other party. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice.

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

Section 12. City's Responsibility. City shall provide Consultant with all pertinent data, documents, and other requested information as is available for the proper performance of Consultant's services.

Section 13. Work Product. All products of consulting, including, without limitation, any copyrightable works, ideas, discoveries, inventions, patents, products, videos, graphics, scripts, or other information (collectively, the "Work Product") developed in whole or in part by Consultant in connection with this Agreement shall be the exclusive property of City. Upon the request of City, Consultant shall sign all documents requested by City to confirm or perfect the exclusive ownership of City of the Work Product. Any Work Product in the possession of Consultant shall be delivered to the City at least ten (10) days prior to the termination of this Agreement. This section shall survive termination of this Agreement.

Section 14. 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 15. Non-Disclosure.

(a) Pursuant to the terms of this Agreement, City has provided, or will provide Consultant with certain information, and/or access to certain information including public safety information (the "Information"), which was or will be obtained by the City pursuant to a License Agreement with a third party, or which is the proprietary information of the City, or which is not publicly known. Consultant, its employees, agents, representatives, contractors and subcontractors shall hold the Information private and confidential, and shall not:

(i) Use the Information, nor cause the Information to be used for any purpose other than in performance of its duties to the City,

(ii) Participate in the wrongful use, illegal use, or unauthorized disclosure of the Information, or

(iii) Sell, release, free trade, assign, or provide access to the Information, directly or indirectly, to third parties. This provision survives termination of Consultant's duties to the City.

Section 16. Notice. Any notice required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during 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 designate in writing.

Section 17. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 18. 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 19. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

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

EXECUTED the _____ day of _____, 200__.

CITY OF BEVERLY HILLS
A Municipal Corporation

NANCY KRASNE
Mayor of the City of Beverly Hills,
California

ATTEST:

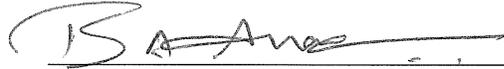
(SEAL)
BYRON POPE
City Clerk

[Signatures continue]

CONSULTANT:
EDGESOFT, INC.

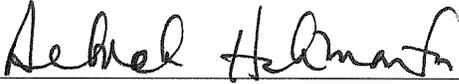


SHAN SUNDAR
President



ANAND BELAGULY
Secretary

APPROVED AS TO FORM:



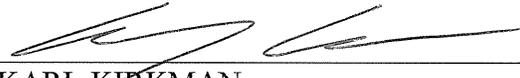
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD, CCM
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide information technology consulting services (the “Services”) related to the City’s web applications. Consultant shall provide the Services as directed by City on an as-needed basis. The Services shall include the following:

- (i) Analysis of business requirements and subsequent creation of high-level technical design documents and detailed technical specifications, in accordance with City architecture standards.
- (ii) Development of application code as necessary, using Java, WebSphere and Struts.
- (iii) Unit and system testing of application code as well as execution of implementation activities.
- (iv) Identification, documentation and estimation of technical tasks for projects of varying sizes and levels of complexity.
- (v) Analysis and identification of technical areas of improvement within existing web applications.
- (vi) Work with internal IT teams to complete project activities, such as infrastructure, architecture and database design.
- (vii) Discovery, solutions development, systems testing, solutions presentations, training, and application support.

For all work to be completed under this Agreement, Consultant shall provide a detailed scope of work for approval and sign off by City, with detailed deliverables and payment milestones for acceptance by City.

EXHIBIT B

COMPENSATION AND PAYMENT

City shall pay Consultant compensation at a blended rate of One Hundred and Ten Dollars (\$110.00) per hour for scheduled service during normal business hours. The total sum shall not exceed the amount of One Hundred Thousand Dollars (\$100,000), annually, as set forth in the purchase order issued by City for all services to be provided pursuant to this Agreement. Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials and supplies necessary to provide the services (including labor, materials, delivery, tax, assembly and installation, as applicable).

Consultant shall submit a monthly itemized statement to City for its services performed for the prior month, which shall include documentation setting forth, in detail, a description of the services rendered and the hours of service. City shall pay Consultant all undisputed amounts of such billing within thirty (30) days of receipt of the same.



**EXHIBIT C
CERTIFICATE OF INSURANCE**

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

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

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

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

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

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

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

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
ADDRESS: _____

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND MICHINORI YAMAGIWA DBA SAMURAI ACTION
STUDIO, INC. FOR ACTION HERO CLASS INSTRUCTION
AND SUMMER CAMP THROUGH THE CITY'S
COMMUNITY SERVICES DEPARTMENT

NAME OF VENDOR: Michinori Yamagiwa d.b.a
Samurai Action Studio, Inc.

RESPONSIBLE PRINCIPAL OF VENDOR: Michinori Yamagiwa, President

VENDOR'S ADDRESS: 20810 S. Western Ave. #1
Torrance, CA, 90501

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

COMMENCEMENT DATE: July 1, 2009

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

CONSIDERATION: Not to exceed \$22,000 at the rate of 70% of
the registration fees as described in
Section 3

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND MICHINORI YAMAGIWA DBA SAMURAI ACTION
STUDIO, INC. AND FOR ACTION HERO CLASS
INSTRUCTION AND SUMMER CAMP THROUGH THE
CITY'S COMMUNITY SERVICES DEPARTMENT

THIS AGREEMENT is made by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Michinori Yamagiwa d.b.a. Samurai Action Studio, Inc. (hereinafter called "VENDOR").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services.

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

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

Section 2. Time of Performance. VENDOR shall perform the services on or by the Termination Date set forth above. The City Manager or his designee may extend the time of performance in writing for two additional one-year periods pursuant to the same terms and conditions of the 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 classes and camp provided by VENDOR for CITY under this Agreement. CITY shall make two payments to VENDOR upon receipt of an itemized statement on a form acceptable to CITY for VENDOR's services performed. The first payment shall be made midway through each session and the second payment shall be made at the end of each session. CITY shall pay VENDOR the amount of such billing within thirty (30) days of receipt of same.

Section 4. Independent Contractor. VENDOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of VENDOR or any of VENDOR's employees, except as herein set forth. VENDOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

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

Section 6. Responsible Principal(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) CITY'S Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 7. Personnel.

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

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

Section 8. Interests of VENDOR. VENDOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with VENDOR.

Section 9. Insurance.

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

(b) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Vehicle Liability insurance covering personal injury and property damage, with minimum limits in accordance with California law, covering any vehicle utilized by VENDOR in performing the services required by this Agreement.

(c) VENDOR represents that it is not required by law to maintain workers' compensation insurance coverage and shall sign an affidavit, attached hereto as Exhibit C and incorporated herein by this reference to this effect.

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

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

(f) At all times during the term of this Agreement, VENDOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit B, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. VENDOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the City as an additional insured. If the class is located on Beverly Hills Unified School District Property, the General Liability policy of insurance shall also name the Beverly Hills Unified School District as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

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

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

Section 10. Indemnification. VENDOR agrees to indemnify, hold harmless and defend CITY, the Beverly Hills Unified School District ("DISTRICT"), City Council and each member thereof, and every officer, employee and agent of CITY and DISTRICT, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of VENDOR or any person employed by VENDOR in the performance of this Agreement.

Section 11. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to VENDOR. VENDOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by VENDOR, VENDOR shall be paid full

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

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

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

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

Section 14. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and VENDOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and VENDOR.

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

Section 16. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED BY THE PARTIES the _____ day of _____, 200___, at Beverly Hills, California.

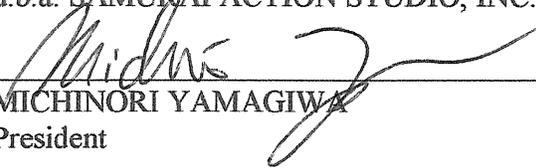
CITY OF BEVERLY HILLS,
a municipal corporation

NANCY KRASNE
Mayor of the City of
Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

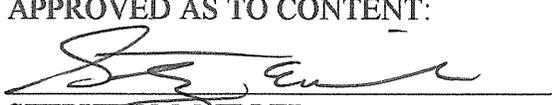
VENDOR: MICHINORI YAMAGIWA
d.b.a. SAMURAI ACTION STUDIO, INC.


MICHINORI YAMAGIWA
President

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:


STEPHEN M. MILLER
Director of Community Services

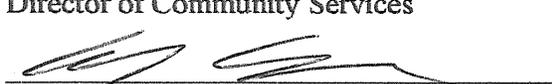

KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

VENDOR shall provide age-appropriate action hero class instruction to children in grades K-3 and age-appropriate action hero summer camp sessions to children ages 5-10, through the CITY's Recreation and Parks programs in accordance with a schedule established by the City Manager or his designee. The schedule is subject to change by the City Manager or his designee, who may reschedule or cancel any and all classes at his discretion.



EXHIBIT B
CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		AGGREGATE
				B.I.	P.D.	
	<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.



EXHIBIT C
CITY OF BEVERLY HILLS
WORKER'S COMPENSATION STATEMENT

FISCAL YEAR 2009-2010
JULY 1, 2009 TO JUNE 30, 2010

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

I, _____, 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:

Samurai Action Studio Inc.
(COMPANY NAME)

Michinori Yamagiwa 310-849-1466
(SIGNATORY'S PRINTED NAME) (TELEPHONE NUMBER)

Michi Jm
(SIGNATURE)

(DATE SIGNED)

REVIEWED/APPROVED BY:

[Signature]
Risk Management Division

5/20/09
Date Signed

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY
OF BEVERLY HILLS AND PACIFIC COAST CABLING, INC. FOR
PRETESTING AND TERMINATING FIBER OPTICS AND COPPER
CABLES

NAME OF VENDOR:	Pacific Coast Cabling, Inc.
RESPONSIBLE PRINCIPAL OF VENDOR :	Tim McManus Vice President of Operations
VENDOR'S ADDRESS:	9340 Eton Avenue Chatsworth, California 91311
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: David Schirmer Chief Information Officer
COMMENCEMENT DATE:	June 1, 2008
TERMINATION DATE:	May 31, 2011, unless sooner terminated pursuant to Section 11 of the Agreement
CONSIDERATION:	An amount not to exceed \$100,000 annually

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PACIFIC COAST CABLING, INC. FOR PRETESTING AND TERMINATING FIBER OPTICS AND COPPER CABLES

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Pacific Coast Cabling, Inc., a corporation (hereinafter called "VENDOR") dated June 10, 2008, and identified as Contract No. 196-08 (the "Agreement"), a copy of which is on file in the office of the City Clerk.

R E C I T A L S

- A. CITY entered into a written Agreement, dated June 10, 2008, for as-needed services related to pretesting and terminating fiber optics and copper cables.
- B. CITY desires to amend the consideration to pay for CITY's cabling and wiring needs.

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

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

Section 2. Except as expressly modified by this Amendment No. 1, all of the provisions of the Agreement shall remain in full force and effect.

EXECUTED the _____ day of _____, 200__.

CITY OF BEVERLY HILLS
A Municipal Corporation

NANCY KRASNE
Mayor of the City of
Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

PACIFIC COAST CABLING, INC.:



DAVID S. BURR
President / Chief Executive Officer



PAT ABRUZESSE
Vice President of Finance

APPROVED AS TO FORM:

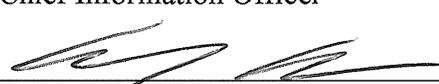


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND PCS ENTERPRISES, INC. DBA PRIME TIME SPORTS
CAMP FOR YOUTH SPRING AND SUMMER SPORTS
CAMPS

NAME OF CONTRACTOR: PCS Enterprises, Inc. dba Prime Time
Sports Camp

RESPONSIBLE PRINCIPAL
OF CONTRACTOR: Peter Straus, President

CONTRACTOR'S ADDRESS: Post Office Box 241496
Los Angeles, CA 90024

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

COMMENCEMENT DATE: July 1, 2009

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

CONSIDERATION: Not to exceed \$130,000 per year, at the rate
described in Section 3 of the Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND PCS ENTERPRISES, INC. DBA PRIME TIME SPORTS
CAMP FOR YOUTH SPRING AND SUMMER SPORTS
CAMPS

THIS AGREEMENT is made as by and between the City of Beverly Hills (hereinafter called "City"), and PCS Enterprises, Inc., dba Prime Time Sports Camp (hereinafter called "Contractor").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

Section 3. Compensation and Payment.

(a) Upon satisfactory completion of all sports camps 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 Vendor for City under this Agreement.

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

Section 4. Independent Contractor. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

Section 5. Responsible Principal(s).

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

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

Section 6. Personnel.

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

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

Section 7. Interests of Contractor. Contractor affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Contractor.

Section 8. Insurance.

(a) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, and Three Million Dollars (\$3,000,000) in the aggregate against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor.

(b) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, covering any vehicle utilized by Contractor in performing the services required by this Agreement.

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

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

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

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

(g) At all times during the term of this Agreement, Contractor shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit B, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. Contractor shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the City as an additional insured. 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.

(h) The insurance provided by Contractor shall be primary to any coverage available to City.

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

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

Section 10. Termination.

(a) City may terminate this Agreement at any time without cause by giving five (5) days prior written notice of such termination to the non-terminating party, and by specifying the effective date thereof. If this Agreement is terminated by City as provided herein prior to the commencement of a session, City shall not pay Contractor for that session. If this Agreement is terminated by City as provided herein during a camp session, City shall pay Contractor for its services satisfactorily rendered as of the date of termination a pro rated share of

the amount due Contractor for that camp session. In no event shall the amount of money to be paid under the foregoing provisions of this paragraph exceed the amount which would be paid Contractor for the full performance of the services required by this Agreement.

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

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

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

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

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

Section 14. Entire Agreement. This Agreement represents the entire integrated agreement between City and Contractor, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Contractor.

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

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

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

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

"City"
CITY OF BEVERLY HILLS
A Municipal Corporation

NANCY KRASNE
Mayor of the City of
Beverly Hills, California

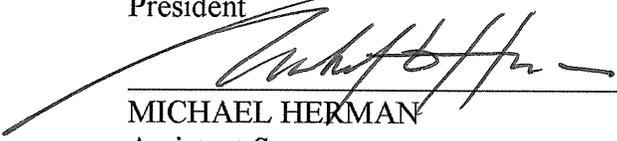
ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

"Contractor": PCS ENTERPRISES, INC.
DBA PRIME TIME SPORTS CAMP



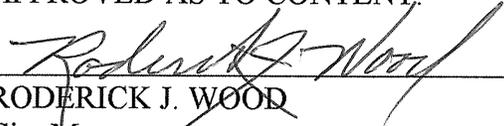
PETER STRAUS
President



MICHAEL HERMAN
Assistant Secretary

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:


RODERICK J. WOOD
City Manager



STEPHEN M. MILLER
Director of Community Services



KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

Contractor shall provide summer youth sports camps for City's Department of Recreation and Parks in accordance with a schedule approved by City in writing. The schedule is subject to change by City, which may add, reschedule or cancel any or all sessions at its discretion. City shall set the location and the rates charged for the youth sports camps.

If this Agreement is extended by the City Manager or his designee, the Director of Community Services may establish the class schedule in writing for all future sessions.



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

Table with 7 columns: COMPANY (A, B, C), COVERAGE (AUTOMOBILE LIABILITY, GENERAL LIABILITY, PRODUCTS/COMPLETED OPERATIONS, BLANKET CONTRACTUAL, CONTRACTOR'S PROTECTIVE, PERSONAL INJURY, EXCESS LIABILITY, WORKERS' COMPENSATION), POLICY NUMBER, EXPIRATION DATE, B.I., LIMITS (P.D.), AGGREGATE.

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

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

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

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

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

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
ADDRESS: _____

EXHIBIT B

RM02.DOC REVISED 10/14/96.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND SOUTHERN COUNTIES OIL CO., A CA LIMITED
PARTNERSHIP, DBA SC FUELS FOR PROVISION OF
GASOLINE, DIESEL FUEL, AND LUBRICANTS

NAME OF VENDOR: Southern Counties Oil Co., a CA Limited
Partnership, dba SC Fuels

RESPONSIBLE PRINCIPAL OF VENDOR: Margie Peru
National Accounts Manager

VENDOR'S ADDRESS: P.O. Box 4159
Orange, CA 92863-4159

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

COMMENCEMENT DATE: July 1, 2009

TERMINATION DATE: June 30, 2010 and may be extended as
described in Section 3 of this Agreement.

CONSIDERATION: Not to exceed \$500,000 per year and more
particularly described in Exhibit A and
Attachment I

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND SOUTHERN COUNTIES OIL CO., A CA LIMITED
PARTNERSHIP, DBA SC FUELS FOR PROVISION OF
GASOLINE, DIESEL FUEL, AND LUBRICANTS

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Southern Counties Oil Co., a CA Limited Partnership, dba SC Fuels (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 and warrants that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services. VENDOR shall perform the services as described in Exhibit A, Bid Document No. 09-34 dated May 7, 2009, attached hereto and incorporated herein, to the full satisfaction of CITY.

Section 2. Transportation. VENDOR is responsible for performing the services described in Exhibit A, Scope of Services. VENDOR shall comply with all applicable federal, state and local regulations and guidelines in its completion of the work described in the Scope of Services, including any necessary transportation. VENDOR accepts the responsibility for selecting the mode and method of transportation, including all routes taken to and from the CITY; and developing procedures for the delivery and deposit of gasoline and fuel at the CITY. When transporting gasoline and fuel to and from CITY, VENDOR shall comply with applicable United States Department of Transportation and United States Environmental Protection Agency regulations and any and all applicable state and local guidelines and regulations.

Section 3. Time of Performance. VENDOR shall perform the services on, or by the Termination Date set forth above. The City Manager, or his designee may, in writing, extend the term of this Agreement for two additional one-year periods pursuant to the same terms and conditions of this Agreement.

Section 4. Compensation. CITY agrees to compensate VENDOR, and VENDOR agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit A and Attachment I. Said Consideration shall constitute reimbursement of VENDOR's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay VENDOR said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. 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 6. Licenses, Fees and Permits. VENDOR shall be solely responsible for paying for and securing all permits, licenses, notifications, and any other documentation or clearances required for it to complete the Scope of Services described in Exhibit A.

Section 7. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of CITY.

Section 8. Responsible Principal(s).

(a) The 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 9. Personnel. VENDOR represents that it has, or shall secure at its own expense, all personnel required to perform VENDOR's services under this Agreement, and that its personnel are properly licensed and qualified to perform such services. VENDOR may, with prior written CITY approval, associate with or employ associates or subconsultants in the performance of its services under this Agreement, but at all times shall be responsible for their services.

Section 10. 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 11. 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 at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by this Agreement.

(c) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy of Environmental Liability Coverage/Environmental Impairment Liability Coverage insurance with minimum limits of One Million Dollars (\$1,000,000). Such insurance coverage may be provided under either a separate policy or by endorsing the Commercial General Liability and the Commercial Vehicle Liability policies (and including Umbrella Liability policies, if any).

(d) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy of Sudden Accidental Pollution insurance with minimum limits of One Million Dollars (\$1,000,000) covering pollution that is caused by sudden and accidental occurrence. Such insurance coverage may be provided under either a separate policy or by endorsing the Commercial General Liability and the Commercial Vehicle Liability policies (and including Umbrella Liability policies, if any). If a separate policy is maintained, it shall provide coverage at least as broad as that provided under (1) Commercial Automobile endorsements MCS 90 and Insurance Services Office (ISO) form CA 99 48 and (2) standard ISO endorsements eliminating the sudden and accidental aspect of the standard pollution exclusion under the Commercial General Liability policy. VENDOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

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

(f) 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.

(g) 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.

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

(i) 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.

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

Without limiting the generality of any of the foregoing, the indemnification contained herein also specifically covers all costs which may be incurred by CITY, including investigation and remedial work or expenses required by any federal, state or local Environmental law or regulation, or otherwise necessary to respond to any Claims, as well as all attorneys' fees and consultants' and expert witnesses' fees incurred by the CITY in responding to any such Claims.

CITY shall have no equitable or common law contribution or indemnity obligations to VENDOR, and specifically, but without limitation, CITY shall have no obligations to VENDOR with respect to any claims, environmental liabilities and obligations, any assumed liabilities, or any claims made by VENDOR.

Section 13. Warranties.

(a) No Reliance. VENDOR represents, warrants and acknowledges that it is not relying on CITY in any respect to disclose any facts or information regarding any CITY facilities. CITY makes no warranties or representations whatsoever regarding the condition of such facilities.

(b) Investigation. VENDOR acknowledges that it is entering into this Agreement solely in reliance on its own investigation and assessment. VENDOR further acknowledges that it has had sufficient time to conduct whatever investigation it has desired to make with respect to the Scope of Services and qualifications required therefor.

(c) Authority. VENDOR warrants that the undersigned representative has the ability and authority to sign this Agreement and therefore bind VENDOR to all of the terms contained herein.

Section 14. 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 gasoline, diesel fuel and/or lubricants delivered to CITY prior to the effective date of termination or cancellation.

Section 15. 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 16. 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 17. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the County of Los Angeles and the State of California.

Section 18. Severability. In the event any covenant, condition, or provision contained herein is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or condition contained herein.

Section 19. Amendment. This Agreement may not be changed, amended, modified, terminated, augmented, rescinded or discharged (other than by performance), in whole or in part, except by a writing executed by the parties hereto, and no waiver of any of the provisions or conditions of this Agreement or any of the rights of a party hereto shall be effective or binding unless such waiver shall be in writing and signed by the party claimed to have given or consented thereto.

Section 20. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 21. Waiver. Except to the extent that a party hereto may have otherwise disagreed in writing, no waiver by that party of any condition of this Agreement or breach by the other party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other party, nor shall any forbearance by the first party to seek a remedy for any noncompliance or breach by the other party be deemed to be a waiver by the first party of its rights and remedies with respect to such noncompliance or breach. The failure of either party hereto at any time to require performance by the other party of any

provision hereof shall in no way affect the right of such party thereafter to enforce the same, nor shall the waiver by either party hereto of any breach of any provision hereof by the other party be taken or held to be a waiver by such party of any succeeding breach of such provision, or as a waiver of the provision itself.

EXECUTED the _____ day of _____, 200 __, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

NANCY KRASNE
Mayor of the City of
Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

VENDOR: SOUTHERN COUNTIES OIL
CO., A CA LIMITED PARTNERSHIP,
DBA SC FUELS



PATRICK W. BARNECUT
Vice President

APPROVED AS TO FORM:



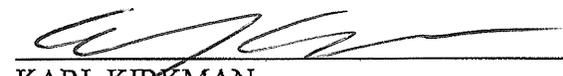
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD, CCM
City Manager



DAVID D. GUSTAVSON
Director of Public Works & Transportation



KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

VENDOR shall provide the following gasoline, diesel fuel and lubricants as more particularly described in Attachment I, Bid Document No. 09-34, attached hereto and incorporated herein.

A. VENDOR shall deliver and deposit to the CITY fuel tanks listed on Attachment I, unleaded minimum 87 octane gasoline, and #2 diesel fuel, low sulfur diesel fuel and Biodiesel fuel regardless of whether deliveries call for full load, short load or pump-off. VENDOR shall deliver the quantities ordered in writing by CITY to the location specified by CITY and shall deposit full load, short load, or pump-off into the specified fuel tank.

B. VENDOR shall ensure that gasoline sold to the CITY is unleaded, minimum 87 octane, exclusive of additives and meets or exceeds all rules and requirements of ASTM D439, as last revised, and complies with all rules and requirements of the SCAQMD, state and/or federal regulations.

C. VENDOR shall maintain a sufficient stock of unleaded gasoline and #2 diesel fuel or low sulfur diesel fuel required by this Agreement in the Los Angeles Metropolitan area to enable delivery of at least 25% of the total capacity listed on Attachment I within forty-eight hours of order notification. VENDOR shall supply to CITY the type and quantity of lubricants ordered in writing by CITY and listed on Attachment I.



BID PACKAGE

CITY OF BEVERLY HILLS
OFFICE OF THE CITY CLERK, RM 290
455 NORTH REXFORD DRIVE
BEVERLY HILLS, CALIFORNIA
90210 (310) 285-2440

LEGAL NOTICE - BIDS WANTED

Sealed proposals are requested on the list of materials, supplies, equipment or services set forth herein, subject to all conditions outlined in the Proposal Document, including:

- SECTION I:** REQUEST FOR BIDS
- SECTION II:** GENERAL INFORMATION AND INSTRUCTION
- SECTION III:** DETAIL SPECIFICATIONS
- SECTION IV:** BID FORM

(IF YOU CHOOSE NOT TO SUBMIT A BID, PLEASE COMPLETE PAGE 30)

Sealed proposals will be received only at the Office of the City Clerk, 455 North Rexford Drive, Beverly Hills, until 2:00 p.m. local time, on the dates hereinafter stated at which time they will be opened and publicly read for furnishing the materials, supplies, equipment or services or for supplying the materials, and/or providing labor for the repair, construction or improvement as the case may be, as indicated by the items hereunder listed and in accordance with the applicable specifications.

SECTION I - REQUEST FOR BIDS

Date of Request: April 01, 2009

Bid Number: 09-34

Item Description: FUEL, OIL & LUBRICANT, SUPPLY OF

Bid Opening: May 07, 2009 @ 2:00 PM

All bids must be delivered by the specified opening time of the bid. Bids arriving after the specified hour will not be accepted. Mailed bids, which are delivered after the specified hour will not be considered regardless of postmarked time on the envelope. All bids must be in writing and must contain an original signature by an authorized officer of the firm - Electronic bids (telephone, FAX, etc.) are **NOT** acceptable.

BID DEPOSIT - NONE REQUIRED WITH THIS BID
PERFORMANCE BOND AND PAYMENT BOND - NONE REQUIRED WITH THIS BID.
THE CITY RETAINS THE RIGHT TO REJECT ANY AND ALL BIDS WITHOUT CAUSE
AND/OR ELECT NOT TO AWARD A BID.

**CITY OF BEVERLY HILLS
SECTION II - GENERAL INFORMATION AND INSTRUCTION**

1. Bid deposits of unsuccessful bidders will be returned after the bid has been awarded. A successful bidder's bid deposit will be returned after he has entered into a written contract, or after a performance bond, if required, has been executed and accepted by the City.
2. The vendor's proposal may be withdrawn at any time prior to the bid opening. No proposal may be withdrawn after the bid opening. Violation of this policy may cause forfeiture of the bid deposit and removal from qualified Bidder's List.
3. Bidders are advised to become familiar with all conditions, instructions and specifications governing this bid. Once the award has been made, a failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or for vendor to request additional compensation.
4. Bidders agree to defend and save the City from and against all demands, claims, suits, costs, expenses, damages and adjustments based on any infringement of any patent relating to goods specified in this contract.
5. Successful bidder shall not assign the contract, or subcontract the whole or any part of the contract without written consent of the City. Such consent shall neither relieve the bidder from his obligation nor change the terms of the contract.
6. The City shall have the right to inspect any material specified herein. Equipment, supplies or services that fail to comply with the specifications herein regarding design, material or workmanship are subject to rejection at the option of the City. Any materials rejected shall be removed from the premises of the City at the expense of the vendor.
7. Bidder shall state the nature and period of any warranty or guarantee. Manufacturer's specifications shall be submitted with the bid and shall be considered a part of this contract where such specifications meet the minimum of the City specifications.
8. Each bidder shall submit in full this completed original BID DOCUMENT and all necessary catalogues, descriptive literature, etc., needed to fully describe the materials or work he proposes to furnish.
9. Bidders shall state the delivery date for commodities in terms of calendar days after notification of award. Where the contract calls for performance of labor, the bidder shall also state the number of calendar days required for completion after notification of award.
10. Cash discounts shall be considered in the evaluation of the bids, except that payment periods of less than thirty (30) days will not be considered in award of this bid. Where cash discounts are offered, the discount date shall begin with the invoice date or delivery date to the City, whichever is later.

11. Upon the award of the bid to the successful bidder, if insurance is required by the terms of this bid, the City will require evidence of such coverage be furnished within fourteen (14) days of notification of bid award. The amounts and types of coverage will be specified in Section IV of this bid. **All insurance forms must be in a format acceptable to the City.**
12. The Contractor agrees to indemnify, defend and hold harmless the City, City Council and each member thereof, and every officer, and employee of the City, from any claim, liability or financial loss including, without limitation, attorneys fees and costs, arising in any manner whatsoever from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor, or any person employed by Contractor, including agents and independent contractors, in the performance of this agreement.
13. Every supplier of materials and services and all contractors doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11375, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions or employment of any person.
14. Prices quoted herein must be firm for a period of not less than ninety (90) days after date of bid opening.
15. Bids calling for other than a "lump sum" total bid may be awarded by single item, by groups of items, or as a whole, as the City deems to be in the best interest of the City.
16. The City will be the sole and exclusive judge of quality, compliance with bid specifications or any other matter pertaining to this bid. The City reserves the exclusive right to award this bid in any manner it deems to be in the best interest of the City.
17. Quantities specified in Section III are approximate only, the City reserves the right, within the period for delivery to increase or decrease the quantity ordered and upon mutual agreement after the period specified for delivery, order additional quantities of items bid.
18. "Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its own purchases. The City requests that its contractors self-accrue their use tax, **when applicable**, and report the use tax to the State Board of Equalization with a City-assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization."
19. For any questions regarding this bid, please contact Rene Biadoma at (310) 285-2484 or Craig Crowder at (310) 285-2490.
20. **A duplicate copy of your bid must be submitted along with the original.**

SECTION III – DETAILED SPECIFICATIONS

SUBSECTION A - TECHNICAL NOTES

IN EVENT OF CONFLICT, THE FOLLOWING SPECIFICATIONS SHALL PREVAIL OVER GENERAL INSTRUCTIONS CONTAINED ELSEWHERE IN THIS BID.

IMPORTANT NOTICE - THIS SECTION III, SUBSECTION A, COMPLETED WITH REQUIRED INFORMATION AND/OR BIDDER'S EXCEPTIONS MUST BE ATTACHED TO AND RETURNED WITH SECTION IV - BID FORM.

BIDDER MUST EXPLAIN IN DETAIL ALL ITEMS OFFERED WHICH DO NOT CONFORM TO SPECIFICATIONS CONTAINED HEREIN. IF NO EXCEPTIONS ARE LISTED, IT WILL BE ASSUMED BIDDER IS BIDDING "AS SPECIFIED."

SPECIFICATIONS FOR THE SUPPLY OF
GASOLINE AND DIESEL FUELS & LUBRICANTS

BIDDER'S EXCEPTIONS

I. GENERAL REQUIREMENTS

a) TERM AND SCOPE

These specifications describe the minimum standards for the purchase of gasoline, diesel fuel and lubricants for the City of Beverly Hills for a period of two (2) years and the option for three (3) additional one (1) year extensions, as the City may elect, from the date of award of this bid, or as soon thereafter as is practical and agreed to by the Bidder and the City. The City reserves the right to extend contract(s) resulting from award of this bid beyond the expiration date(s). However, the City does not imply that such contract(s) will necessarily be extended. Notwithstanding anything to the contrary contained herein, the contract(s) for goods and/or services specified herein may be terminated by the City, in whole or in part, at any time when, in the City's opinion, goods received from and/or services performed by the Bidder (Contractor) are not in compliance with the specifications contained in this bid.

b) BIDDER QUALIFICATIONS

The City shall be the sole and final judge of qualifications to perform as specified herein. The City reserves the exclusive right to accept or reject any bid as it deems to be in the best interests of the City. Successful bidder must have or obtain a current City of Beverly Hills Business License.

c) INSURANCE REQUIREMENTS

Upon award of contract, successful bidder shall be required to comply with all insurance requirements as delineated in Section V.

BIDDER'S EXCEPTIONS

d) **FIRM PRICES**

Unless the Bidder expressly states otherwise in this bid, prices bid herein shall be considered firm for the duration of the contract(s) resulting from award of this bid, either one (1), two (2) or three (3) years. Escalation stipulations, if any, must be clearly stated and be attached to and become a part of this bid. Such stipulations must state a maximum dollar and percentage amount.

The City reserves the right to accept or reject bids containing escalation stipulations as it deems to be in the best interests of the City.

e) **DEFINITIONS**

City shall mean the City of Beverly Hills.

Contractor shall mean the vendor(s) to who contract is awarded as a result of this bid procedure.

Administrator shall mean the Fleet Manager, or his/her designated representative(s).

f) **ORDERING OF FUELS**

The Administrator, as defined above, is authorized to make purchases of fuels in accordance with the specifications, terms and conditions of the bid.

g) **INTENT**

This bid is intended to cover the purchase of regular unleaded gasoline, CARB low sulfur #2 Diesel fuel and various lubricants for the operation of the City's Fleet vehicles and equipment. The City requires motor fuel deliveries of varying quantities at various locations around the City, which shall require the Vendor to furnish full load, short load, and pump-off deliveries. Lubricants shall be delivered as ordered in the quantity ordered. Delivery charges shall be included in the unit cost. No additional charge for short load or pump-off deliveries shall be permitted.

h) **MOTOR FUEL STANDARDS**

Gasoline sold to the City shall be regular, unleaded, minimum 87 octane, exclusive of additives and shall meet or exceed all current rules and requirements of ASTM D439, as last revised, SCAQMD, State and/or Federal regulations.

BIDDER'S EXCEPTIONS

- i) CARB No. 2 Diesel fuel sold to the City shall not exceed 0.05 percent, by weight, sulfur content and shall comply with ASTM D975-81 and with all current rules and requirements of the SCAQMD, State and/or Federal regulations. CARB low sulfur #2 and ULTRA Low Sulfur with red dye diesel fuel shall comply with all low sulfur fuel standards and specifications as are or may be established by the California Air Resources Board and/or South Coast Air Quality Management District. Sulfur content shall not exceed 15 ppm.
- j) Biodiesel sold to the City shall comply with the standards specified by ASTM D6751 - 08 [Standard Specification for Biodiesel Fuel Blend Stock (B100) for Middle Distillate Fuels].
- k) **MOTOR FUEL QUANTITIES**
Estimated volume to be purchased annually by the City:

Estimated Volume (GL)	Fuel type
150,000	Unleaded Gasoline
95,000	CARB Low Sulfur #2 Diesel
Unknown	ULTRA Low Sulfur Diesel Fuel With Red Dye
Unknown	Biodiesel Blend Stock

During the period of the price agreement, no guarantee can be given that this total will be reached or that it will not be exceeded. The Vendor agrees to furnish more or less, at the unit prices quoted, in accordance with the City's actual requirements, throughout the contract period.

- l) **MOTOR FUEL PRICES**
The Oil Price Information Service (OPIS) Newsletter, Index Average Price for Los Angeles, California, District #5, published on Monday of every week, shall be the reference price.

The Vendor's price shall consist of the aforementioned Index Average, plus or minus a stated amount, which shall be applied to the published average to establish cost per gallon of delivered fuel. The established cost per gallon shall be used for all deliveries, regardless of whether deliveries call for full load, short load, or pump-off. Lubricants shall be priced on a unit price as shown

BIDDER'S EXCEPTIONS

in Section IV. The quoted price shall remain firm for the term of the contract.

BIDDER'S SIGNATURE: Karen Kopp

The OPIS Monday publication will be the basis for the prices of product delivered during the seven days immediately following the publication date. If OPIS is not published in a given week, prices will be based on the following week's issue. If OPIS discontinues publication of contractual based pricing index, the City and the Contractor shall meet and agree on a new pricing index. If agreement cannot be reached between the City and Vendor for a new pricing methodology, City may, at its option, terminate the contract.

The Contractor shall submit, with each invoice, a copy of the OPIS price sheet for District #5, Los Angeles area, for the week of the delivery.

m) **SOURCE GUARANTEE**

Bidders who do not own refineries must have contracts, or written irrevocable commitments from refineries that are capable of supplying products which meet the City's fuel specifications contained herein, and in at least the quantities required by the City. Contracts or commitments must guarantee supply in the required amounts for the term of the contract. A copy of at least one (1) such commitment must be included with the bid proposal. The source refinery for all fuel proposed to be supplied under this contract shall be identified.

(List here)

Name of Source Refinery

1. Ames Tesoro Ref. & Mktg.
2. Valero Refining
3. BP West Coast
4. Topia or Cargil for Bio

n) **DELIVERY**

The Contractor shall maintain a sufficient stock of unleaded gasoline and #2 Diesel fuel in the Los Angeles Metropolitan area to be able to deliver 25% of the total capacity listed on the Fuel Capacity Inventory, included as Exhibit 1 of the bid documents within forty-eight (48) hours of order notification.

BIDDER'S EXCEPTIONS

Deliveries are to be made periodically, as called for by the City Administrator. The contractor shall be required to own or lease a delivery truck fleet sufficient to service this contract and dedicated specifically to motor fuel delivery. If leased, the contractor shall include with the bid a copy of the lease contract with a minimum term of one (1) year.

To prevent potential fuel contamination, all deliveries are required to be made in clean trucks used solely for delivery of the product ordered.

o) **EMERGENCY FUEL MANAGEMENT**

The Contractor shall guarantee, in the event of a declared emergency or natural disaster, that the City will receive top delivery priority on all fuel orders placed by the administrator.

(Continued on the next page)

BIDDER'S EXCEPTIONSp) **LUBRICANTS STANDARDS**

All lubricants supplied under this contract shall meet the most current SAE, ASTM and API standards. The minimum standard shall be as follows:

PRODUCT	TYPE/RATING	STANDARDS
Universal Tractor Hydraulic Fluid	UNIVERSAL	ASTM D 2882
Auto Transmission Fluid	Multi-Vehicle ATF	GM G-34139 FORD M971002 ALLISON C-425703197
Synthetic Transmission Fluid	Autran 295	TES 295
Hydraulic Oil	AW	ISO GRADE 32
HDB 100 Motor Oil	SAE 40W	CD/CD-11 CF CF-2 SG SH SU
Motor Oil	SAE 10W 40	SJ, SH, SG, SM
Motor Oil	SAE 15W 40	CD/CD-11 CE CF-4 CG-4 GH-4 SG SH SJ
Motor Oil	SAE 20W 50	SG, SH, SJ
Motor Oil	SAE 5W/30	EC, SG, SH, SJ
M/P Gear Oil GL5	SAE 80W 90	GL-4, GL-5, MT-1
Dura-Lith Grease		NL GI 2
Dura -Lith Grease		NL GI 00

BIDDER MUST EXPLAIN, IN DETAIL, ALL ITEMS OFFERED WHICH DO NOT CONFORM TO SPECIFICATIONS CONTAINED HEREIN. IF NO EXCEPTIONS ARE LISTED, IT WILL BE ASSUMED THAT BIDDER IS BIDDING "AS SPECIFIED."

SECTION IV - BID FORM
 (Must be completed by Vendor)

CITY OF BEVERLY HILLS
OFFICE OF THE CITY CLERK, ROOM 290
 455 NORTH REXFORD DRIVE
 BEVERLY HILLS, CA 90210
BID SHEET

PART I. MOTOR FUEL BID

PLEASE INDICATE BELOW THE MARGIN PROPOSED TO BE ADDED OR SUBTRACTED FROM THE PUBLISHED OPIS INDEX AVERAGE FOR LOS ANGELES, CALIFORNIA DISTRICT #5, TO ESTABLISH COST PER GALLON OF SPECIFIED FUEL.

PRICES QUOTED HEREIN ARE VALID THROUGH:

6/30/10
 (DATE)

UNLEADED GASOLINE - 87 OCTANE:

OPIS INDEX AVERAGE +\$ 0.0132 OR -(\$.)

ULTRA LOW SULFUR DIESEL WITH RED DYE FUEL:

OPIS INDEX AVERAGE +\$ 0.0174 OR -(\$.)

CARB LOW SULFUR #2 DIESEL FUEL:

OPIS INDEX AVERAGE +\$ 0.0174 OR -(\$.)

BIODIESEL BLEND STOCK (B100):

OPIS INDEX AVERAGE +\$. OR -(\$ 0.9626) *

*This includes the \$100 Blend Credit for Bio (B100)

SECTION IV - BID FORM
(Must be completed by Vendor)

CITY OF BEVERLY HILLS
OFFICE OF THE CITY CLERK, ROOM 290
455 NORTH REXFORD DRIVE
BEVERLY HILLS, CA 90210
BID SHEET

PART II. LUBRICANT BID

PLEASE INDICATE BELOW THE PROPOSED UNIT PRICE FOR THE PRODUCT INDICATED.

PRICES QUOTED HEREIN ARE VALID THROUGH:

11/7/09
(DATE)

ITEM DESCRIPTION INCLUDING SPECIFICATION	SIZE	ESTIMATED ANNUAL USAGE	UNIT	BRAND	UNIT PRICE
Tractor Hydraulic Fluid Universal	55 Gal Drum	1 Drum	GL	Unocal	\$5.90
Auto Transmission Fluid Multi-Vehicle ATF	Bulk Delivery	550 Gallons	GL	Unocal	\$10.83
Hydraulic Oil AWISO 32 Grade	Bulk Delivery	440 Gallons	GL	Unocal	\$4.20
HDB 100 Motor Oil SAE 40WT	55 Gal Drum	1 Drum	GL	Unocal	\$6.01
Motor Oil SAE 10W40	Bulk Delivery	495 Gallons	GL	Unocal	\$6.33
Motor Oil SAE 15W40	Bulk Delivery	605 Gallons	GL	Unocal	\$5.25
Motor Oil SAE 20W50	Bulk Delivery	110 Gallons	GL	Unocal	\$5.98
Motor Oil SAE 5W30	Bulk Delivery	110 Gallons	GL	Unocal	\$5.25
M/P Gear Oil GL5 SAE 80W90	1/4 Gal Drum	4 Drums	GL	Unocal	\$11.10
Dura-Lith Grease EP NLGI 2	1/4 Gal Drum 400 lb Drum	3 Drums 1 Drum	LB	Unocal	\$1.74
Dura-Lith Grease EP NLGI 00	1/4 Gal Drum	2 Drums	LB	Unocal	\$1.74
Drum Deposit (to be refunded with return of Drum)					\$20.00 Per Drum

* Prices will only increase or decrease based on manufacturer's discretion. Any changes will be sent in writing 30 days in advance and will be accompanied by the manufacturer's price letter

- Gear Oil is typically priced "per pound" in the industry. Based on this the price would be \$1.48/LB ^{11 of 10}

SECTION IV - BID FORM
(Must be completed by Vendor)

**CITY OF BEVERLY HILLS
OFFICE OF THE CITY CLERK, ROOM 290
455 NORTH REXFORD DRIVE
BEVERLY HILLS, CA 90210
BID SHEET**

PART III. BIDDER INFORMATION

COMPANY NAME: Southern Counties Oil Co. dba SC Fuels
ADDRESS: P.O. Box 4159
CITY, STATE, ZIP CODE: Orange, CA
TELEPHONE NUMBER: (805) 389-3550
FAX NUMBER: (805) 389-3554
EMAIL: koepk@scfuels.com

Karen Koep
(Print Name)

Karen Koep
(Signature)

Manager, Bids and Contracts
(Title)

5/1/09
(Date)

F.O.B.

All prices of the bid shall be F.O.B. destination Beverly Hills, California; and delivery to any point within Beverly Hills shall be without additional charge.

TAX

All bid proposals shall be exclusive of tax; City staff will compute all tax involved when applicable.

SECTION V – MISCELLANEOUS PROVISIONS

1. ACCEPTANCE OF PROPOSAL

The City reserves the right to accept or reject any and all bids and reserves the right to waive technicalities where such action best serves the interests of the City. The manufacturer of the proposed materials or equipment may be required to acknowledge by written conformation that the minimum requirements of the specifications are included in the Bidder's proposal before the award of the bid. A sample of the Form of Contract the successful bidder will be required to enter into with the City is attached as Appendix A and by this reference incorporated herein and made a part of these provisions.

2. EXCEPTIONS

Any bidder's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to bid form. However, such exceptions or deviations may result in bid rejection.

3. INDEMNIFICATION.

The Contractor agrees to indemnify, defend and hold harmless the City, City Council and each member thereof, and every officer, and employee of the City, from any claim, liability or financial loss including, without limitation, attorneys fees and costs, arising in any manner whatsoever from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor, or any person employed by Contractor, including agents and independent contractors, in the performance of this agreement.

4. INSURANCE (shall be required to be submitted by the Successful Bidder)

A. **Liability Insurance.** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors, pursuant to contractor's bid or any subsequent contract. Insurance shall be of the type, in the amounts and subject to the provisions described below.

(1) **Commercial general liability** coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a limit of not less than \$2,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

(2) **Business automobile liability** insurance at least as broad as Insurance Services office form CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 per accident.

(3) **Workers Compensation** insurance as required by the State of California and **employers liability** insurance with a limit not less than \$1,000,000 per accident.

(4) **Evidence of Coverage:**

(a) Prior to commencement of work under this contract, or within 14 days of notification of award of contract, whichever is shorter, Contractor shall file certificates of insurance with original endorsements evidencing coverage in compliance with this contract and in a form acceptable to City. The certificate shall be on the City's standard proof of insurance form.

(b) Contractor shall provide to City, on request, a complete copy, including all endorsements and riders, of any insurance policy.

(c) During the term of this agreement, Contractor shall maintain current valid proof of insurance coverage, with City at all times. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on the City's standard proof of insurance form.

(d) Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default, and shall be cause for forfeiture of this bidder's bid security, if applicable.

(e) In the event Contractor does not maintain current, valid evidence of insurance on file with City, City may, at its option, withhold payment of any moneys owed to Contractor, or which it subsequently owes to Contractor, until proper proof is filed.

(5) All insurance coverages shall be provided by insurers with a rating of B+.VII or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

(6) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled and shall not be reduced in coverage or limits except after 30 days prior written notice provided to the City. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of non-payment of premium.

(7) All liability coverages shall name the City, its City Council and every officer, agent and employee of City as additional insureds with respect to work under this bid or any subsequent contract.

(8) Contractor's insurance and any insurance provided in compliance with these specifications, shall be primary with respect to any insurance or self-insurance programs, covering the City, its City Council and any officer, agent or employee of City.

(9) Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent and employee of City.

(10) Any deductibles or self-insured retentions shall be declared to and must be approved by City. At the option of the City, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects the City, or the Contractor shall procure a bond guaranteeing payment of losses and expenses.

(11) In the event that Contractor does not provide continuous insurance coverage, the City shall have the right, but not the obligation, to obtain the required insurance coverage at Contractor's cost, and the City may deduct all such costs from moneys the City owes to the Contractor or from moneys which it subsequently owes to the Contractor.

B. Certificate of Insurance.

A sample of the form of the Certificate of Insurance is attached as Exhibit 2.

5. CANCELLATION OF AGREEMENT

A. City may cancel the Agreement at any time upon thirty (30) days written notice to Successful Bidder. Successful Bidder agrees to cease all work under the Agreement on or before the effective date of such notice.

B. In the event of termination or cancellation of the Agreement by City, due to no fault or failure of performance by Successful Bidder, Successful Bidder shall be paid full compensation for all services performed by Successful Bidder, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of the Agreement, Successful Bidder 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 Successful Bidder for the full performance of the services required by the Agreement.

C. A sam

6. PAYMENT

The payment terms and schedule provisions are set forth in Appendix A.

7. INDEPENDENT CONTRACTOR

Successful Bidder 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 Successful Bidder or any of the Successful Bidder's employees, except as herein set forth. Successful Bidder shall not, at any time, or in any manner, represent that it or any of its agents or employees is in any manner agents or employees of City.

8. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS

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

9. SUCCESSORS AND ASSIGNS

Successful Bidder shall not assign or attempt to assign any portion of the Agreement without the written approval of City.

10. EXTENT OF AGREEMENT

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

11. GOVERNING LAW

The interpretation and implementation of the Agreement shall be governed by the domestic law of the State of California.

AFTER THE ACCEPTANCE AND AWARD OF THE BID BY THE CITY COUNCIL AND UPON EXECUTION OF AN AGREEMENT IN THE FORM OF CONTRACT SHOWN IN APPENDIX A; AND RECEIPT OF A WRITTEN PURCHASE ORDER EXECUTED BY A PROPER OFFICER OF THE CITY, THESE DOCUMENTS WILL CONSTITUTE THE LEGAL CONTRACT BETWEEN THE CITY AND THE SUCCESSFUL BIDDER.

If your response is "NO BID", please explain below:

N/A

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: _____
Print Name

Signature

Title

Date

PLEASE RETURN TO:
CITY OF BEVERLY HILLS
OFFICE OF THE CITY CLERK, ROOM 290
455 NORTH REXFORD DRIVE
BEVERLY HILLS, CA 90210

EXHIBIT 1

CITY OF BEVERLY HILLS
 FUEL TANK LOCATIONS AND CAPACITY

LOCATION	NO. OF TANKS	CAPACITY (GL)	PRODUCT TYPE
9335 W. 3 rd STREET (CENTRAL FUELING FACILITY)	3	10,000	UNLEADED
		15,000	BIODIESEL
		10,000	UNLEADED
445 NORTH REXFORD DRIVE	1	10,000	DIESEL
455 NORTH REXFORD DRIVE	1	1,000	DIESEL
464 NORTH REXFORD DRIVE	1	6,000	DIESEL
9355 CIVIC CENTER DRIVE	1	1,000	DIESEL
1100 GOLD WATER CANYON RD	1	1,000	DIESEL
180 SOUTH DOHENY DRIVE	1	1,000	DIESEL
905 LOMA VISTA	1	500	DIESEL
405 WALKER DRIVE	1	1,000	DIESEL
FLEET SERVICES 9355 W THIRD STREET			VARIOUS OILS & LUBRICANTS



City Of Beverly Hills

Freight Upcharge For Short Loads

Minimum Gallons	Freight Adder
5000+	\$ 0.0100
4000+	\$ 0.0400
3000+	\$ 0.0440
2500+	\$ 0.0605
2000+	\$ 0.0725
1500+	\$ 0.1050
1000+	\$ 0.1495
600+	\$ 0.1750
400+	\$ 0.1900

EXHIBIT B

Payment

VENDOR shall submit an itemized statement to CITY for its services performed for the prior month, which shall include documentation setting forth in detail a description of the services rendered. VENDOR shall also submit with each invoice a copy of the OPIS price sheet for District #5, Los Angeles area, for the week prior to the delivery. CITY shall pay VENDOR the amount of such billing within thirty (30) days of receipt of same.



CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- 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.

EXHIBIT C

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND TIM BOWEN DBA PLAY-WELL TEKNOLOGIES FOR
ENGINEERING SUMMER CAMP THROUGH THE CITY'S
COMMUNITY SERVICES DEPARTMENT

NAME OF VENDOR: Tim Bowen d.b.a Play-Well TEKnologies

RESPONSIBLE PRINCIPAL OF VENDOR: Tim Bowen, President

VENDOR'S ADDRESS: 216 Greenfield Avenue
San Anselmo, CA 94960

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

COMMENCEMENT DATE: June 1, 2009

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

CONSIDERATION: Not to exceed \$17,000 at the rate of 70% of
the registration fees as described in Section
3

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND TIM BOWEN DBA PLAY-WELL TEKNOLOGIES FOR
ENGINEERING SUMMER CAMP THROUGH THE CITY'S
COMMUNITY SERVICES DEPARTMENT

THIS AGREEMENT is made by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Tim Bowen d.b.a. Play-Well Teknologies (hereinafter called "VENDOR").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services.

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

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

Section 2. Time of Performance. VENDOR shall perform the services on or by the Termination Date set forth above. The City Manager or his designee may extend the time of performance in writing for two additional one-year periods pursuant to the same terms and conditions of the 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 classes and camp provided by VENDOR for CITY under this Agreement. CITY shall make two payments to VENDOR upon receipt of an itemized statement on a form acceptable to CITY for VENDOR's services performed. The first payment shall be made midway through each session and the second payment shall be made at the end of each session. CITY shall pay VENDOR the amount of such billing within thirty (30) days of receipt of same.

Section 4. Independent Contractor. VENDOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of VENDOR or any of VENDOR's employees, except as herein set forth. VENDOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

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

Section 6. Responsible Principal(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) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 7. Personnel.

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

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

Section 8. Interests of VENDOR. VENDOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with VENDOR.

Section 9. Insurance.

(a) 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 Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor.

(b) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by this Agreement.

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

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

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

(f) At all times during the term of this Agreement, Contractor shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit B, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. Contractor shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the City as an additional insured. 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 Contractor shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

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

Section 10. Indemnification. VENDOR agrees to indemnify, hold harmless and defend CITY, the Beverly Hills Unified School District ("DISTRICT"), City Council and each member thereof, and every officer, employee and agent of CITY and DISTRICT, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of VENDOR or any person employed by VENDOR in the performance of this Agreement.

Section 11. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to VENDOR. VENDOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by VENDOR, VENDOR shall be paid full compensation for all services performed by VENDOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement,

VENDOR shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid VENDOR for the full performance of the services required by this Agreement.

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

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

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

Section 14. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and VENDOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and VENDOR.

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

Section 16. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED BY THE PARTIES the _____ day of _____, 200____, at Beverly Hills, California.

CITY OF BEVERLY HILLS,
a municipal corporation

NANCY KRASNE
Mayor of the City of
Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

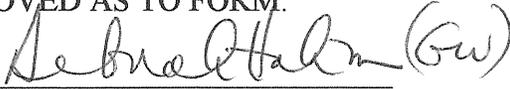
[Signatures continue]

VENDOR: TIM BOWEN d.b.a. PLAY-
WELL TEKNOLOGIES



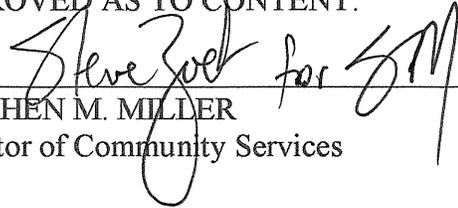
TIM BOWEN
President

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



STEPHEN M. MILLER
Director of Community Services



KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

VENDOR shall provide age-appropriate engineering summer camp sessions to children ages 5-12, through the CITY's Community Services Department programs in accordance with a schedule established by the City Manager or his designee. The schedule is subject to change by the City Manager or his designee, who may reschedule or cancel any and all classes at his discretion.

If this Agreement is extended by the City Manager or his designee, pursuant to Section 2 of the Agreement, the City Manager or his designee may establish the class schedule in writing for all future sessions.



CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

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

EXHIBIT B

AGREEMENT BETWEEN THE CITY OF BEVERLY
HILLS AND WITTMAN ENTERPRISES, LLC FOR
AMBULANCE BILLING AND COLLECTION
SERVICES

NAME OF VENDOR: WITTMAN ENTERPRISES, LLC

RESPONSIBLE PRINCIPAL OF VENDOR: Corinne Wittman-Wong, Chief
Executive Officer

VENDOR'S ADDRESS: 21 Blue Sky Court, Suite A
Sacramento, California 95828
Tel: (800) 772-6552

CITY'S ADDRESS: City of Beverly Hills
445 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Mark Embrey, Deputy
Fire Chief

COMMENCEMENT DATE: July 1, 2009

TERMINATION DATE: June 30, 2011, unless extended
pursuant to Section 3

CONSIDERATION: \$50,000 per year, based on rates set
forth in Exhibit C

AGREEMENT BETWEEN THE CITY OF BEVERLY
HILLS AND WITTMAN ENTERPRISES, LLC FOR
AMBULANCE BILLING AND COLLECTION
SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and, Wittman Enterprises, LLC. (hereinafter called "VENDOR").

RECITALS

A. CITY desires to have billing and collections services for its paramedic and emergency medical services program.

B. VENDOR represents that it is qualified in providing such billing and collection services to public clients, is licensed in the State of California, is familiar with the plans of CITY and is able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services. VENDOR shall perform the services set forth in Exhibit A ("Scope of Work") and VENDOR'S "Proposal for Ambulance Billing and Collection Services" dated January 31, 2002 ("Proposal"), attached hereto and incorporated herein as Exhibits A and B respectively, to the full satisfaction of CITY. In case of conflict between the Scope of Work and VENDOR'S Proposal, the Scope of Work shall take precedence over VENDOR'S Proposal.

Section 2. Standard of Performance. VENDOR shall perform all work to the highest professional standards and in a manner reasonably satisfactory to CITY. VENDOR shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

Section 3. Term of Agreement. This Agreement is effective as of the Commencement Date and shall terminate on the Termination Date, unless sooner terminated as provided in Section 12. The City Manager or his designee may extend the Term of Agreement in writing for two additional two-year periods pursuant to the same terms and conditions of this Agreement.

Section 4. Compensation. CITY agrees to compensate VENDOR, and VENDOR agrees to accept in full satisfaction for the services required by this Agreement the amount set forth above and based on the rates described in in Exhibit C, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of VENDOR's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay VENDOR said Consideration in accordance with the schedule of payment set forth in Exhibit C.

Section 5. 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 is in any manner agents or employees of CITY.

Section 6. Successors and Assigns. VENDOR shall not assign or attempt to assign any portion of this Agreement without the written approval of CITY.

Section 7. 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 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. VENDOR represents that it has, or shall secure at its own expense, all personnel required to perform VENDOR'S services under this Agreement. VENDOR may associate with or employ associates or subconsultants in the performance of its services under this Agreement, but at all times shall be responsible for their services.

Section 9. 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 10. 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 and in the aggregate, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by VENDOR.

(b) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by this Agreement.

(c) 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 Professional Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000).

(d) 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.

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

(f) 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.

(g) 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.

(h) 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 D, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. VENDOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(i) 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.

(j) 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.

(k) If VENDOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insured.

Section 11. 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 12. Termination.

(a) CITY may terminate this Agreement at any time, with or without cause, 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. Moreover, within three days of the notice of termination, VENDOR shall provide CITY with all data, data files, data tables and data backup files of all data related to the CITY accounts in a format proscribed by the CITY's Manager of Information Technology. VENDOR must certify that all CITY related data has been removed and purged from their systems and that no copies of data or data backup files are in the VENDOR's possession or available to the VENDOR in any form or from any source whatsoever.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by VENDOR, VENDOR shall be paid full compensation for all services performed by VENDOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, VENDOR shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation based on the rates set forth in Exhibit B; 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 13. Notice. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during VENDOR'S and CITY'S regular business hours; or (b) on the third 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.

Section 14. Data Property of CITY. VENDOR understands and agrees that the billing data, including all components of data and data tables, is the sole property of the City of Beverly Hills. VENDOR has no right to sell and/or use the data in any manner whatsoever other than to provide the service the CITY contracted for. VENDOR shall not sell or allow the use of the data for any purpose other than that so contracted.

Section 15. Equal Opportunity Employer. In the performance of this Agreement, VENDOR shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11375, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with

respect to the hiring, application for employment, tenure, terms or conditions or employment of any person.

Section 16. Performance Monitoring. VENDOR agrees to the following performance monitoring provisions:

(a) CITY, its agent or consultant, as CITY deems so qualified, may monitor, audit, review, examine, and study the methods, procedures and results of the billing collections methods used by VENDOR.

(b) VENDOR agrees to exercise with diligent intent those suggestions or requests made for modification by either the CITY or other agent as they may deem so qualified to make such suggestions and modifications.

(c) VENDOR shall maintain records that are in accordance with generally accepted accounting practices.

(d) VENDOR shall maintain a separate set of accounts receivable records, which will be available for review at the discretion of the CITY.

Section 17. Reporting Requirements. VENDOR shall submit an annual report prior to the end of each operating year. The report will include, but not be limited to, a full accounting of the year's activities, including average number of billing days, average number of payment days in each category that bills are generated within. This will include but not be limited to: private bills, third party bills, insurance bills on behalf of the patient, Medicare and Medi-Cal.

Section 18. Records Maintenance. VENDOR shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. VENDOR shall allow a representative of CITY during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. VENDOR shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three years from the date of final payment under this Agreement.

Section 19. Release of Information. VENDOR shall abide by all established CITY policies, standards and security procedures and procedures relating to the release of information concerning injured parties.

Section 20. Confidentiality. All data, documents, discussion, or other information developed or received by VENDOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by VENDOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All CITY data shall be returned to CITY upon the termination of this Agreement. VENDOR shall not use CITY'S name or insignia or any publicity pertaining to the services provided in any magazine, trade paper, newspaper, television or radio production

or other similar medium without the prior written consent of CITY. VENDOR'S covenant under this section shall survive the termination of this Agreement.

Section 21. Coordination of Services. VENDOR agrees to work closely with CITY staff in the performance of the services and shall be available to CITY's staff and consultants at all reasonable times.

Section 22. Conformance to Applicable Requirements. All work prepared by VENDOR shall be subject to the approval of CITY; said approval not to be unreasonably withheld.

Section 23. Continuation of Services. Notwithstanding the existence of any dispute between the parties, insofar as possible, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

Section 24. Precedence. In case of conflict between VENDOR's Proposal, attached as Exhibit A to this Agreement, this Agreement shall take precedence over VENDOR's Proposal.

Section 25. CITY Representative. The City Manager or his designee shall represent the CITY in the implementation of this Agreement.

Section 26. Attorney's Fees. In the event that CITY or VENDOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 27. 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 28. Governing Law. The domestic law of the State of California shall govern the interpretation and implementation of this Agreement.

Section 29. 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 the
____ day of _____, 200____, at Beverly Hills, California

CITY OF BEVERLY HILLS, a
municipal corporation

NANCY KRASNE
Mayor of the City of Beverly Hills,
California

ATTEST:

BYRON POPE
City Clerk

WITTMAN ENTERPRISES, LLC


CORINNE WITTMAN-WONG
Chief Executive Officer

APPROVED AS TO FORM



LAURENCE S. WIENER
City Attorney

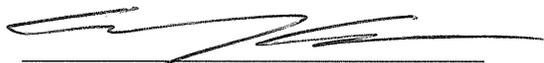
APPROVED AS TO CONTENT



TIMOTHY J. SCRANTON
Fire Chief



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



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

- A. VENDOR shall provide ambulance billing and collection services. VENDOR shall furnish all supplies, equipment, personnel, computer hardware and software, billing forms, insurance forms, envelopes, postage and supplies necessary to function on a day-to-day basis in the administration of the CITY's emergency transport (ambulance) accounts receivable.
- B. VENDOR shall provide a computerized billing system with the following capabilities:
1. Automatic generation of Medicare and Medi-Cal claim statements. This may be either by diskette or direct electronic claim submission.
 2. Capability to function at the start of this Agreement with the CITY'S paramedic program.
 3. Ability to create fully itemized statements showing all procedures and supplies. System must have current ability to generate statements that either contain separate charge items or all-inclusive charges.
 4. Capability of referencing patients by name and date of transport developed in Oracle, Informix or Microsoft SQL Server relational database programs as an ODBC compliant application.
 5. Ability to handle third party payer submission and inquiries regarding insurance claims.
 6. Ability to show claim submission dates follow-up payments to be made on account and source of payment, full itemization of charges.
 7. Ability to track and generate accounts that require special handling and follow-up.
 8. System must provide at the onset of this Agreement, daily, monthly, and annual reports. These reports must demonstrate clear audit trails, detailed payment and adjustment and account balance experience per account. These reports must be in accordance with customary accounting practices. Accounting reports should include an aging report and a monthly deposit recap.
 9. Ability to have monies posted to the patient account, noting the source of payment at the time of posting, thus becoming part of the permanent file.
 10. Ability to update the information input in the system so as to ensure that the most accurate records are maintained. Information that may require updating would include, but not be limited to: patient name, address, city, state, age, phone, sex, insurance, alternate source of payment, diagnosis, collection follow-up notes.
 11. Ability to retain a record of charges to the patient account.

12. Ability to cross reference patient files by various methods; i.e., last name, social security number, address (either pickup or residence), and date of service.
 13. Operational at the onset of the Agreement.
 14. Ability to generate accounting reports, i.e., aging of accounts, accounts receivable summaries, monthly deposit recap, summary of daily transactions, monthly acknowledgement of charges, aged accounts receivable by financial class.
 15. Accessibility of account records by CITY via modem.
- C. Invoices shall be created within three (3) working days of receipt of billing information from CITY.
 - D. VENDOR shall provide all follow-up work required in order to collect insurance payments, including additional correspondence and telephone calls.
 - E. VENDOR shall accept payments and make deposits directly into the CITY's account on a daily basis. Payments will be posted to patient accounts within one working day of receipt. Information regarding such receivables will be forwarded to the CITY on a weekly basis with a weekly deposit recap.
 - F. VENDOR shall allow installment payments as allowed by CITY in cases of financial hardship, as well as accept credit card payments.
 - G. VENDOR shall refer account write-offs (bad debts) back to CITY for eventual referral to a collection agency.
 - H. VENDOR shall cooperate with CITY in its wishes as to how certain accounts are to be handled. These special accounts will include but not be limited to elderly in specific age classifications, disabled, and certain social dependent situations.
 - I. Prior to performance under this Agreement, VENDOR shall submit for approval by the Finance Director a summary of VENDOR'S collection methods and the specific time frames used for these methods. This is to include but not be limited to the timing of various types of bills and statements, delinquent notices and follow-up correspondence with the patient or other third party payer and the criteria used to deem accounts uncollectible.
 - J. VENDOR shall at all times comply with state and federal laws relating to debt collection.
 - K. If during the course of this Agreement the services of an outside collection agency are necessary, the selected collection agency must demonstrate a successful collection rate and be licensed in the State of California as a collection agency. The CITY reserves the right to request a change of collection agencies should VENDOR'S current collection agency not be acceptable to the CITY. Rates and fees charged by the selected agency shall be approved by the CITY prior to any accounts being turned over for formal third party collection and prior to the signing of any such agreement for services on behalf of the CITY.

- L. VENDOR shall release to CITY or to any person or entity designated by CITY any and all documents relating to patient billing records upon CITY's request. VENDOR shall release individually identifiable health information as defined in 45 CFR Sect. 160.103 in compliance with federal law.

EXHIBIT B

VENDOR'S PROPOSAL

dated January 31, 2002

SPECIFICATIONS

A COMPUTER REQUIREMENTS

Wittman Enterprises, LLC has chosen to utilize the premier data collection and billing software rather than have proprietary in-house software. We made this decision for the protection of our clients. We do not want to be dependent on one programmer to provide us with updates and program changes. If anything happens to the programmer or to Wittman Enterprises, LLC where would our clients get the information? By working with a well-respected software company, specializing only in ambulance transports, we have enabled our clients to have a place to start if we were no longer here to serve your billing needs. If you just wanted to take the billing back in house, we would back up the system one day and you would be up and running the next with no interruption or conversion issues. However, if the City wished to obtain information directly, not utilizing our billing software, our computer system is capable of referencing patients by name and date of transport through our Microsoft SQL server.

The complete Wittman Enterprises, LLC computerized billing system provides for the following:

1. Wittman Enterprises, LLC electronically transmits billing information to Medicare, Medi-Cal and all receiving insurance payers, thus resulting in a reduced time to receipt of payment.
2. Wittman Enterprises, LLC has the capability and will be able to function at the start of contract with the City's Paramedic program. With information provided by the City for setup, we are prepared to input the first transport in as little as two hours.
3. Wittman Enterprises, LLC has the ability to create fully itemized statements showing all procedures and supplies. Our invoices contain customized language with up to 560 spaces for specialized messages and payment instructions. An additional 100 spaces are available for one time or special messages on all statements and collection notices. Advice that credit card payments are accepted is printed on each billing form.
4. Wittman Enterprise, LLC has the ability to handle all third party payer submissions and inquires regarding insurance claims. The system tracks claim submission dates and "write-protects" all follow up documentation. Payments are posted to fully itemized charges.

5. Wittman Enterprises, LLC has the ability to track and generate accounts that requires special handling. This ability includes but is not limited to payment arrangement and the production of attorney liens and tracking settlement of litigation.
6. Our system allows us to maintain statistical and financial records for 75 providers. Each provider has unique requests for reports. Our system is capable of producing full financial accounting as well as statistical accounting of transports. Our statistical reporting includes but is not limited to response time reporting, call distribution reporting, and compliance reporting. Wittman Enterprises, LLC will provide to the City reporting in any format that it requires. Ad-hoc reports are our specialty at no additional charge.

Due to our large client base and diversity of requirements, we have worked often with internal and external auditors. The universal comment that is made is how user friendly our reports are. To an auditor, the audit trails provide complete accountability of our processes.

7. Payments are received daily and posted to the proper account within one day of receipt, noting the source of that payment. At the same time, deposits are prepared and banking is performed Monday, Wednesday, and Friday. Normally, a copy of the bank deposit slip would be faxed to the City on each deposit day; however, if the City would prefer a weekly accounting of deposits, we will comply.
8. Wittman Enterprises, LLC provides an Accounts Receivable Maintenance program that allows for establishment of a data file for each patient from which information regarding the transport, billing and payment can be recorded, retrieved and updated. Information that may be updated would include, but not be limited to: patient name, address, city, state, age phone, sex, insurance, alternate source of payment, diagnosis, and collection follow up notes that are "write protected" from deletion.
9. All charges applied to a patient's account are retained as a permanent record of that patient's medical history, as are all payments and/or adjustments.
10. All patients are cross-referenced by name, date of service, transport ticket number, account number, social security number and insurance identification number.
11. All of our systems are operational at such time or onset of a contract with the City.

12. Wittman Enterprises, LLC has the ability to generate accounting reports as stated in this item at anytime when needed. Statistical storage of all pertinent information regarding transports and dry runs that might be needed by the provider for tracking response times, charge distribution, dispatch logs, call distribution, etc.
13. Wittman Enterprises LLC has relationships with several clients where the client is able to dial into the billing system and access account records via modem. We will make this available to the City, should we be awarded the bid.

B MANAGEMENT AND SUPPORT STAFF QUALIFICATIONS

This condition has been satisfied under Project Organization and Staffing.

C PERFORMANCE MONITORING

1. Wittman enterprise, LLC agrees to allow the City or any agent or Consultant as they deem qualified, to monitor, audit, review, examine, study the methods, procedures and results of the billing collection methods used.
2. Wittman Enterprises, LLC agrees to exercise with diligent intent those suggestions or requests made for modification by either the CITY or other agent or consultant as the CITY may deem so qualified to make such suggestions or modifications.
3. Wittman Enterprises, LLC agrees to maintain records that are in accordance with generally accepted accounting practices. These records will be kept on site of 7 years.
4. Wittman Enterprises, LLC maintains completely separate accounts receivable records for each client by maintaining separate directories in our database. All reports are produced independently and sent to each client monthly.
5. Wittman Enterprises, LLC agrees to abide by the provisions of all laws of the State of California, and to abide by any applicable ordinances of the City.

D ANNUAL REPORT

1. Wittman Enterprises, LLC agrees to submit an annual report at the end of each fiscal year.
2. Wittman Enterprises agrees that the annual report will contain all categories as outlined by the City.

E COST OF SERVICE

1. Wittman enterprises, LLC agrees to submit a sealed proposal for providing billing and collection services.
2. Wittman Enterprises, LLC agrees that the cost of service will be stated on a flat rate. Please refer to page 19 for Bid Form.

F SPECIAL ACCOUNT HANDLING

Wittman Enterprises, LLC agrees to follow the City wishes in the case of installment payments in cases of financial hardship will be set up and tracked by our automatic “tickler.” In addition, we will fully cooperate with the City in its wishes for certain account handling, such as elderly, disabled and social dependent situations. Our computer system allows us to identify these special situations, and our personal attention will insure that your patients receive the highest quality of respect.

G DELINQUENT ACCOUNT HANDLING BY CONTRACTOR

Wittman Enterprises, LLC offers a page from our training manual outlining collection procedures:

- Be sure the Bill Scheduled has been completed.
- Utilize appropriate follow-up letters.
- "T" screen information is utilized. (Alternate Contacts)
- Attempt to locate correct address and telephone number via Haines and 411 info.
- Be sure the Hospital was contacted for better information.
- If you have the Patient's Social Security Number and Date of Birth-be sure to call AEVS for possible MCAL eligibility.
- Try using the pick up address, unless it was an auto accident.
- If the ticket indicates that the Patient is possibly homeless, MSI and CMSP can be contacted for possible eligibility. The patient's social security number is not needed.
- If patient lives in a different city, and we do billings for that city (Fire Dept.)
- When the account indicates an auto accident, be sure to cross reference all tickets involved. Possible billing information can be obtained.
- Check any neighboring Cities to see if they ever transported pt.

H DELINQUENT ACCOUNT COLLECTION: OUTSIDE THIRD PARTY SERVICE

Should an account be deemed as un-collectable after our efforts to collect, it will be returned to the City with our recommendation to refer to an outside collection agency. Wittman Enterprises, LLC has established relationships with many collection agencies. Wittman Enterprises, LLC, however, has no direct or indirect financial interest in any collection agency. We would be glad to offer the names of these agencies to the City for its consideration. The City then may choose an appropriate collection agency to meet its requirements for fees and collection rates.

I RELEASE OF PATIENT RECORDS OR RELATED DOCUMENTS

Wittman Enterprises, LLC agrees that any and all documents relating to the patient will be released to inquiring agencies, associations or entities having demonstrated need for such information by the City. Wittman Enterprises, LLC also agrees to keep the City informed as to the individual to contact for release of information, confidential and classified information is to be released through the City in order to maintain confidentiality.

J SECURITY - CONFIDNETIALITY CLAUSE

Wittman Enterprises agrees to abide by all City established policies, standards, and security procedures relating to the release of information concerning injured or treated parties.

K OFFSET PROVISIONS

Wittman Enterprises recognizes and agrees that disputed amounts may be offset against payment due Wittman Enterprises.

L CONTINUATION DURING DISPUTES

Wittman Enterprises agrees that, notwithstanding the existence of any dispute between the parties, in so far as possible under the terms of the contract to be entered into, each party will continue to perform the obligation required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

EXHIBIT C

SCHEDULE OF RATES AND PAYMENT

A. COMPENSATION:

For all materials, supplies, equipment and services, CITY shall pay VENDOR as follows:

\$18.25 per ambulance transport submitted
\$1.00 per survey letter, if requested by CITY

B. PAYMENT:

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



CERTIFICATE OF INSURANCE

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

**NAMED INSURED
COVERAGE**

COMPANIES AFFORDING

ADDRESS

**A.
B.
C.**

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

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.

ACORD CERTIFICATE OF LIABILITY INSURANCE OP ID KR
WITTM-1 DATE (MM/DD/YYYY)
06/29/07

PRODUCER Intercare Insurance Solutions 3010 Lava Ridge Ct., Ste 110 Roseville CA 95661 Tel: 916-677-2100 Fax: 916-677-2473	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Wittman Enterprises LLC Jean Kohlmeister 21 Blue Sky Court Suite A Sacramento CA 95828	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURERS AFFORDING COVERAGE</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER A: Republica Indemnity Ins Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Republica Indemnity Ins Co		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Republica Indemnity Ins Co													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR	ADD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
		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) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	16620403	07/01/07	07/01/08	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$ 1,000,000													
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000													
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000													

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

CERTIFICATE HOLDER BEVERLY City of Beverly Hills City Clerk's Office Room 190 City Hall 455 N. Rexford Dr. Beverly Hills CA 90210-4187	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Kristen Kytonen
---	--

DATE (MM/DD/YYYY)
7/10/2007

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER (916) 231-1741
Wells Fargo of California Insurance Services, Inc.
CA DOI LIC #0352275
11017 Cobblerock Drive, Suite 100
Rio Cordova, CA 95670

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Wittman Enterprises, Llc
P. O. Box 269110
Sacramento, CA 95826-9110

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Executive Risk Indemnity, Inc.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE / LTR INSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- PERT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$
					PRODUCTS - COM/PROP AGG \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER Errors & Omissions	81716816	7/1/2007	7/1/2008	\$7,500 Deductible \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Subject to 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

City of Beverly Hills
Attn: City Clerk's Office Room 190 City Hall
455 N. Rexford Drive
Beverly Hills, CA 90210-4187

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY REGISTERED MAIL.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED- DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Name of Person or Organization:

SCHEDULE

**CITY OF BEVERLY HILLS, ITS CITY COUNCIL AND EACH
MEMBER THEROF AND EVERY OFFICER AND
EMPLOYEE OF THE CITY
FINANCE ADMIN. DEPT., ATTN: NOAL MARQUIS
455 NORTH REXFORD DR. RM 250
BEVERLY HILLS, CA 90210-3713**

WORKED PERFORMED BY NAMED INSURED

Who is an insured in the BUSINESS LIABILITY COVEAGE FORM is amended to included as an insured the person or organization shown in the Declarations, but only with respect to liability arising out of the operation of the named insured.

For Losses covered under the BUSINESS LIABILITLY COVERAGE of this policy this insurance is primary to other valid and collectible insurance, which is available to the person or organization shown in the Declarations as an Additional Insured.

IMPORTANT

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

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

DISCLAIMER

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

AMENDMENT NO. 4 TO THE AGREEMENT BETWEEN THE CITY
OF BEVERLY HILLS AND XEROX CORPORATION FOR LEASE OF
CITYWIDE COPIERS, LICENSE OF SOFTWARE, INSTALLATION
AND RELATED SERVICES

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

AMENDMENT NO. 4 TO THE AGREEMENT BETWEEN THE CITY
OF BEVERLY HILLS AND XEROX CORPORATION FOR LEASE OF
CITYWIDE COPIERS, LICENSE OF SOFTWARE, INSTALLATION
AND RELATED SERVICES

This Amendment No. 4 is to that certain Agreement, dated June 7, 2005, and identified as Contract No. 130-05, as amended by Amendment No. 1, dated July 11, 2006 and identified as Contract No. 244-06, and Amendment No. 2, dated July 10, 2007 and identified as Contract No. No. 278-07, and Amendment No. 3, dated July 8, 2008 and identified as Contract No. 168-08 ("Agreement"), copies of which are on file in the office of the City Clerk, between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Xerox Corporation, a corporation (hereinafter called "CONSULTANT") for lease of citywide copiers, license of software, installation and related services.

R E C I T A L S

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

B. CITY desires to further amend the Agreement by replacing Exhibit E to the Agreement to update the Order Agreement.

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

Section 1. Exhibit E to the Agreement shall be amended as attached hereto and incorporated herein, updating the equipment list, indicating locations and charges per machine.

Section 2. Except as expressly modified by Section 1 of Amendment No. 1, Section 1 of Amendment No. 3 and this Amendment No. 4, all of the provisions of the Agreement shall remain in full force and effect.

EXECUTED the ____ day of _____, 200__.

CITY OF BEVERLY HILLS
A Municipal Corporation

NANCY KRASNE
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

(SEAL)

CONSULTANT: XEROX
CORPORATION

JOHN CHESLICK
Controller

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD, CCM
City Manager

DAVID SCHIRMER
Chief Information Officer

KARL KIRKMAN
Risk Manager

Location	Department	Install Address	Customer #	Model #	Serial #	Mo. Lease Costs	B/W Pages in Pool	B/W Coverage	Color
CITY HALL - 1st Floor									
1	Building & Safety	455 N Rexford Dr	707087078	WCP2128	TFN683249	\$325.44	3,900	\$0.0084	\$0.0990
2	Building & Safety	455 N Rexford Dr	707087391	DC430	TWY018116	\$236.59	10,000	\$0.0084	N/A
3	Planning	455 N Rexford Dr	707087110	WCP65	MRN026054	\$681.70	25,000	\$0.0084	N/A
4	Planning	455 N Rexford Dr	707087445	WC 7345	FKA627861	\$285.21	7,000	\$0.0088	\$0.0890
5	DOT	455 N Rexford Dr	707087409	WCP2128	TFN683281	\$325.44	3,900	\$0.0084	\$0.0990
6	Finance Cashier	455 N Rexford Dr	707087433	DC430	TWY010936	\$236.59	10,000	\$0.0084	\$0.0990
CITY HALL - 2nd Floor									
7	City Clerk	455 N Rexford Dr #290	707087300	WCP3545	TFN686464	\$403.23	6,500	\$0.0084	\$0.0990
8	Comm. & Mktg	455 N Rexford Dr #260	707087367	WCP2128	TFN683171	\$325.44	3,900	\$0.0084	\$0.0990
9	Parks & Rec Admin.	455 N Rexford Dr #200	707087425	WCP2128	TFN683169	\$325.44	3,900	\$0.0084	\$0.0990
10	Human Services	455 N Rexford Dr #270	707087425	DC430	TWY016874	\$236.59	10,000	\$0.0084	N/A
11	Community Services Administration	455 N Rexford Dr #295	707087888	WCP2128	TFN683199	\$325.44	3,900	\$0.0084	\$0.0990
12	Room 280-A	455 N Rexford Dr #280	707087334	DC430	TWY023106	\$236.59	10,000	\$0.0084	N/A
CITY HALL - 3rd Floor									
13	City Attorney	455 N Rexford Dr #220	707087466	WCP2128	TFN683119	\$325.44	3,900	\$0.0084	\$0.0990
14	PD Crime/Personnel & Training	455 N Rexford Dr	707087979	WCP2128	TFN683222	\$325.44	3,900	\$0.0084	\$0.0990
CITY HALL - 4th Floor									
15	City Manager	455 N Rexford Dr #400	707087516	WCP2128	TFN683291	\$325.44	3,900	\$0.0084	\$0.0990
16	City Council	456 N Rexford Dr #400	707087557	DC430	TWY023080	\$236.59	10,000	\$0.0084	N/A
FIRE DEPARTMENT									
17	Fire Captain's Office	445 N Rexford Dr	707087573	DC430	TWY021319	\$236.59	10,000	\$0.0084	N/A
18	Station 1	445 N Rexford Dr	707087581	WCP2128	TFN682894	\$325.44	3,900	\$0.0084	\$0.0990
19	Training	445 N Rexford Dr	707087615	DC430	TWY023019	\$236.59	10,000	\$0.0084	N/A
LIBRARY									
20	IT	444 N Rexford Dr	707087763	WCP2128	TFN683074	\$325.44	3,900	\$0.0084	\$0.0990
21	Library Administration	444 N Rexford Dr	707087847	WCP2128	TFN683079	\$325.44	3,900	\$0.0084	\$0.0990
22	Library/Reference	444 N Rexford Dr	707087847	WCP2128	TFN683221	\$325.44	3,900	\$0.0084	\$0.0990
23	Support	444 N Rexford Dr	707087870	WCP2128	TFN683013	\$325.44	3,900	\$0.0084	\$0.0990
24	Childrens Section	444 N Rexford Dr	707087870	WCP2128	TFN683168	\$325.44	3,900	\$0.0084	\$0.0990
25	Patron 1st floor	444 N Rexford Dr	707087870	WC Bookmark 4	LBD000640	\$216.94	N/A	N/A	N/A
26	Patron 1st floor	444 N Rexford Dr	707087870	WC Bookmark 4	LBD000657	\$216.94	N/A	N/A	N/A
27	Patron 2nd floor	444 N Rexford Dr	707087870	WC Bookmark 4	LBD000672	\$216.94	N/A	N/A	N/A
28	Patron 2nd floor	444 N Rexford Dr	707087870	WC Bookmark 4	LBD000672	\$216.94	N/A	N/A	N/A
29	Library - Circulation	444 N Rexford Dr	707087235	WCP2128	TFN050056	\$325.44	N/A	N/A	N/A
30	Print Shop	444 N Rexford Dr level A	707087235	DSP52XC	RMN754160	\$1,006.14	3,900	\$0.0084	\$0.0990
31	Print Shop	444 N Rexford Dr level A	707087235	DC5252	RPD332083	\$3,664.59	N/A	N/A	N/A
32	Pages per Month (Includes 25,000 Color Pages per Month)	444 N Rexford Dr level A	707087235	4110	WEY103804	\$1,448.68	100,000	\$0.0060	N/A

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

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

Location	Department	Install Address	Customer #	Model #	Serial #	Mo. Lease Costs	B/W Pages in Pool	BIW Overage	Color
33 Print Shop		444 N Rexford Dr level A	707087268	WCP3545	TFN683268	\$403.23	6,500	\$0.0084	\$0.0890
34 Graphics		444 N Rexford Dr level A	707087284	WCP2128	TFN683265	\$325.44	3,900	\$0.0084	\$0.0890
POLICE									
35 Police Admin		464 N Rexford Dr	707087938	WCP2128	TFN683018	\$325.44	3,900	\$0.0084	\$0.0890
36 Detectives		464 N Rexford Dr	707087995	WCP2128	TFN683129	\$325.44	3,900	\$0.0084	\$0.0890
37 Patrol		464 N Rexford Dr	707088027	DC430	TWY023034	\$236.59	10,000	\$0.0084	N/A
38 Records #1		464 N Rexford Dr	707088035	WCP65	MRN028475	\$681.70	25,000	\$0.0084	N/A
39 Records #2		464 N Rexford Dr	707088043	WCP2128	TFN683289	\$325.44	3,900	\$0.0084	\$0.0890
40 Traffic		464 N Rexford Dr	707088050	WCP2128	TFN683270	\$325.44	3,900	\$0.0084	\$0.0890
41 EOC		464 N Rexford Dr	707088076	DC430	TWY016220	\$236.59	10,000	\$0.0084	N/A
42 Jailor's Office		464 N Rexford Dr	707088118	DC430	TWY010616	\$236.59	10,000	\$0.0084	N/A
43 Crime Lab		464 N Rexford Dr	707088128	WCP2128	TFN687647	\$325.44	3,900	\$0.0084	\$0.0890
44 Evidence Processing Area		464 N Rexford Dr	707088128	WCP2128	TFN683277	\$325.44	10,000	\$0.0084	\$0.0890
PUBLIC WORKS									
45 Public Works (2nd Floor) West		345 Foothill Rd	707089900	WCP2128	TFN683024	\$325.44	3,900	\$0.0084	\$0.0890
46 Public Works (2nd Floor) East		345 Foothill Rd	707089967	WCP2128	TFN683128	\$325.44	3,900	\$0.0084	\$0.0890
47 Public Works (2nd Floor) Back		345 Foothill Rd	707089967	WCP2128	TFN050034	\$325.44	3,900	\$0.0084	\$0.0890
48 Public Works 1st Floor - DOC		345 Foothill Rd	707089963	DC430	TWY023159	\$236.59	10,000	\$0.0084	N/A
49 Public Works 1st Floor		345 Foothill Rd	707089991	DC430	TWY023023	\$236.59	10,000	\$0.0084	N/A
50 Bldg. Maintenance		342 Foothill Rd	707088514	DC430	TWY023040	\$236.59	10,000	\$0.0084	N/A
51 Vehicle Shop		9333 W. 3rd Street	707088555	DC430	TWY023152	\$236.59	10,000	\$0.0084	N/A
SATELLITE AREAS									
52 Greystone		905 Loma Vista Dr	707089900	WCP2128	TFN683257	\$325.44	3,900	\$0.0084	\$0.0890
53 La Cienega		8400 Gregory Way	707090031	WCP2128	TFN682893	\$325.44	3,900	\$0.0084	\$0.0890
54 Roxbury Clubhouse		401 S Roxbury	707090056	WCP2128	TFN686892	\$325.44	3,900	\$0.0084	\$0.0890
55 Roxbury		471 S Roxbury	707090090	WCP2128	TFN683219	\$325.44	3,900	\$0.0084	\$0.0890
56 Tennis		325 S La Cienega	707088878	WCP2128	TFN683295	\$325.44	3,900	\$0.0084	\$0.0890
57 Fire Station 2		1109 Coldwater Canyon Dr	707090114	DC430	TWY023204	\$236.59	10,000	\$0.0084	N/A
58 Fire Station 3		180 S Doherty	707090122	DC430	TWY000906	\$236.59	10,000	\$0.0084	N/A
59 Finance Administration		9357 W. 3rd Street	707087458	WC 7345	FKA623915	\$263.31	7,000	\$0.0084	\$0.0890
60 Finance - OMB		9357 W. 3rd Street	707087459	WCP2128	TFN683293	\$326.44	3,900	\$0.0084	\$0.0890
61 Human Resources		9357 W. 3rd Street	707087508	WCP3545	TFN689745	\$325.44	3,900	\$0.0084	\$0.0890

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

Date: _____

NANCY KRASNE
Mayor of the City of Beverly Hills