



AGENDA REPORT

Meeting Date: September 1, 2009
Item Number: F-6
To: Honorable Mayor & City Council
From: Noel Marquis, Assistant Director of Administrative Services - Finance
Subject: APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN
Attachments: 1. Agreement (1)

Item A. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND STAR, INC. FOR AFTERSCHOOL AND SUMMER CLASS INSTRUCTION SERVICES THROUGH THE CITY'S DEPARTMENT OF COMMUNITY SERVICES; AND

APPROVAL OF A PURCHASE ORDER FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$210,000

RECOMMENDATION

Staff recommends that the City Council approve the agreement and a purchase order for a total not-to-exceed amount of \$210,000 with Star, Inc. for afterschool and summer class instruction services.

INTRODUCTION

Star, Inc. has provided afterschool enrichment instruction for the City during the last two years and expanded this year to include a one week summer camp. These classes are always well received by the community.

DISCUSSION

Star, Inc. offers a "variety of high quality extracurricular classes to encourage children to explore, grow, encounter the world, and expand their cultural base". They are present in over 43 California school districts. Last year Star, Inc. offered over 180 classes at the four elementary school sites. They are the City's largest provider of afterschool enrichment classes.

The revenue split between the City (10%) and Star, Inc. (90%) is different than most vendors due to the presence of a Site Director who 1) assists with all of the classes

offered on site and 2) serves as an effective liaison with the parents. This percentage rate is in its final year.

FISCAL IMPACT

This afterschool class is self supporting where revenues are shared between the vendor (90%) and the City (10%).

Item B. APPROVAL OF A PURCHASE ORDER TO THEODORE ROBINS FORD IN A NOT-TO-EXCEED AMOUNT OF \$103,694.58 FOR THE PURCHASE OF FOUR LAW ENFORCEMENT VEHICLES

RECOMMENDATION

Staff recommends that the City Council approve a purchase order to Theodore Robins Ford in a not-to-exceed amount of \$103,694.58 for the purchase of four law enforcement vehicles.

INTRODUCTION

Four police patrol vehicles are scheduled to be replaced.

Following its annual analysis of the City vehicle fleet, Fleet Services has determined that the following police patrol vehicles have either met or exceeded their established replacement criteria. These vehicles are:

ID #	YEAR/MAKE/MODEL	PROGRAM DESCRIPTION
060	2005/Ford/Crown Victoria	Police Patrol Vehicle
061	2005/Ford/Crown Victoria	Police Patrol Vehicle
063	2005/Ford/Crown Victoria	Police Patrol Vehicle
064	2005/Ford/Crown Victoria	Police Patrol Vehicle

After a joint deliberation between the Department of Police (PD) and Fleet Services staff, it was decided that the four 2005 vehicles be replaced with the same type of police sedans.

DISCUSSION

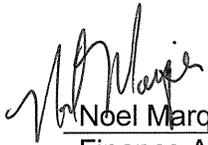
Staff requests that the City Council waive the formal bid procedures and approve the purchase of these vehicles under the City's Alternative Purchasing Procedures which allows the purchases of supplies, equipment or services where competitive bid procedures have already been utilized. The City of Los Angeles' has obtained formal bids and awarded a contract to Theodore Robins Ford of Costa Mesa. Moreover, Theodore Robins Ford has agreed in writing to extend to the City of Beverly Hills the same prices, terms, and conditions that are stipulated in its contract with the City of Los Angeles.

Meeting Date: September 1, 2009

The City will acquire four (4) 2009 Ford Crown Victoria Police Interceptor 4-Door Sedans including all taxes fees and charges for \$103,694.58 (\$25,923.64 per unit which includes \$2,303.23 in sales tax and \$8.75 in tire fees).

FISCAL IMPACT

Funds were budgeted and are available in the Vehicle Replacement (35498502-85050) fund for this purpose.



Noel Marquis

Finance Approval



Scott G. Miller

Approved By

Attachment 1

Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND STAR, INC. FOR AFTER SCHOOL AND SUMMER
CLASS INSTRUCTION SERVICES THROUGH THE CITY'S
DEPARTMENT OF COMMUNITY SERVICES

NAME OF CONTRACTOR: Star, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Katya Bozzi, Executive Director

CONTRACTOR'S ADDRESS: 10117 W. Jefferson
Culver City, CA 90232

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

COMMENCEMENT DATE: August 1, 2009

TERMINATION DATE: June 30, 2010

CONSIDERATION: Not to exceed \$210,000 per year as
more particularly described in
Section 3

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND STAR, INC. FOR AFTER SCHOOL AND SUMMER
CLASS INSTRUCTION SERVICES THROUGH THE CITY'S
DEPARTMENT OF COMMUNITY SERVICES

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

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Services.

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

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

Section 2. Time of Performance. CONTRACTOR shall perform the services on or by the Termination Date set forth above.

(a) Compensation. Upon satisfactory completion of all class instruction services to be provided pursuant to Exhibit A of this Agreement, CITY shall pay CONTRACTOR in an amount not to exceed the amount set forth above, at the rate of ninety percent (90%) of the CITY resident rate multiplied by the number of registrants of the classes provided by CONTRACTOR for CITY under this Agreement.

CITY shall make two payments to CONTRACTOR upon receipt of an itemized statement on a form acceptable to CITY for CONTRACTOR's services performed. The first payment shall be made midway through each session and the second payment shall be made at the end of each session. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) days of receipt of same.

Section 3. 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 4. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent 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) All of the services required under this Agreement shall be performed by CONTRACTOR.

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

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

Section 8. Insurance.

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

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

(c) 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 Workers Compensation insurance as required by the State of California, and employers liability insurance with minimum limits of One Million Dollars (\$1,000,000) per accident.

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

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

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

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

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

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

Section 9. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council, DISTRICT, and each member thereof, and every officer, employee and agent of CITY and/or 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 CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 10. Termination.

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

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

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

Section 11. 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 12. 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 13. 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 14. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 15. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

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

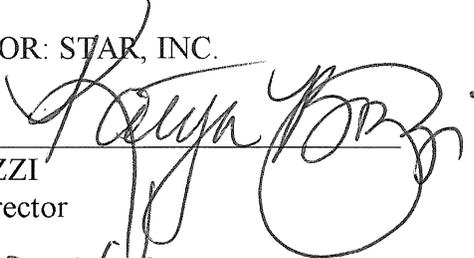
CITY OF BEVERLY HILLS
A Municipal Corporation

NANCY KRASNE
Mayor of the City of
Beverly Hills, California

[Signatures continue]

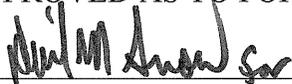
ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONTRACTOR: STAR, INC.


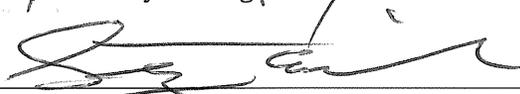
KATYA BOZZI
Executive Director


RAMIRO VASQUEZ
Chief Financial Officer

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:


RODERICK J. WOOD, CCM
Interim City Manager


STEPHEN M. MILLER
Director of Community Services


KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

CONTRACTOR shall provide after school and summer class instruction services for CITY's Department of Community Services at all Beverly Hills Unified School District elementary school sites, and in accordance with a schedule mutually agreed upon by the parties in writing. The schedule is subject to change by CITY, which may reschedule or cancel any or all classes at its discretion, provided, however, that any such action does not result in CONTRACTOR having less than two subjects per day at each school site. CONTRACTOR may cancel any class due to low enrollment (i.e., less than seven students), except RockSTAR. CITY and CONTRACTOR shall mutually agree upon the rates charged for the after school classes. CITY agrees that, as consideration for CONTRACTOR to enter into this Agreement, CITY shall not permit more than one (1) non-CONTRACTOR, one-hour kindergarten class per day per school site.

CONTRACTOR shall provide a Site Director ("Director") employed by CONTRACTOR at each school site. The Director shall be on site after school during the hours of class instruction provided, however, that the Director shall be permitted to leave once all of CONTRACTOR's and CITY's classes have ended. The Director shall oversee the general operation of the instruction services and be responsible for the general supervision of the registered participants and their attendance at and direction to their registered classes. CITY acknowledges and agrees to the following: (1) every class shall have a maximum of fourteen (14) students to one (1) teacher ratio for safety purposes, unless CITY agrees to a different ratio in writing for a particular class; (2) CITY shall be solely responsible for providing CONTRACTOR with all information necessary for the safety and health of the students including, but not limited to, emergency contact information, allergies and any other medical requirements; and (3) if CITY cancels a class offered by another vendor, the CITY shall be responsible for notifying the students, their parents, and the Director of such cancellation in a timely manner. CONTRACTOR may use the class rosters to monitor registrants' attendance and for emergency purposes only. CONTRACTOR shall not use the class rosters for publicity, marketing or any other commercial purposes.

CONTRACTOR shall conduct school assemblies and/or CONTRACTOR class demonstrations from time to time upon CITY's written request during regular school hours.

CITY shall provide a substitute teacher or CITY staff to supervise registered participants in classes cancelled by other vendors.



EXHIBIT B
CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

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

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

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

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

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

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

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
ADDRESS: _____

RM02.DOC REVISED 10/14/96.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/30/09 Revised

PRODUCER D C INSURANCE SERVICES, Inc. 16601 Ventura Boulevard, Ste. 500 Encino CA 91436	THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED S.T.A.R. INC, STAR EDUCATION 10117 West Jefferson Boulevard Culver City, California 90232	INSURER A: TOPA INSURANCE COMPANY
	INSURER B: TOWER SELECT INSURANCE CO.
	INSURER C: AIG LIFE INSURANCE COMPANY
	INSURER D:
	INSURER E:

COVERAGES

THE POLICES 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.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Childcare Professional Liability Coverage Included <input checked="" type="checkbox"/> Child Abuse Coverage - GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	DCC 400013	01/01/09	01/01/10	EACH OCCURRENCE	\$1,000,000	
					FIRE DAMAGE (any 1 fire)	N/A	
					MED EXP (any 1 person)	N/A	
					PERSONAL & ADV INJURY	Included	
					GENERAL AGGREGATE	\$2,000,000	
					PRODUCTS - COMP/OP AGG	Included	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Non-Owned Auto <input type="checkbox"/> _____	DCC400013	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Ea Accident)	\$ 300,000	
					BODILY INJURY (per person)	\$	
					BODILY INJURY (per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	\$	
					OTHER THAN AUTO ONLY	EA ACC	\$
						AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ _____				EACH OCCURRENCE	\$	
					AGGREGATE	\$	
						\$	
						\$	
						\$	
B	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	WCC7012896 00	07/01/09	07/01/10	X WC Statutory Limits <input type="checkbox"/> Other		
					E.L. EACH ACCIDENT	\$ 1,000,000	
					E.L. DISEASE -EA EMPLOYEE	\$ 1,000,000	
					E.L. DISEASE -POLICY LIMIT	\$ 1,000,000	
C	OTHER - Accidental Medical - Primary	SRG911-3963	01/01/09	01/01/10	\$20,000 Expense Benefit Max.Amt. Each enrolled child		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:
 City of Beverly Hills, et al, DISTRICT is included as an Additional Insured, but only as respects any covered claim that might arise from the Named Insured's Operations.

CERTIFICATE HOLDER ADDITIONAL INSURED/INSURER LETTER: A
CITY OF BEVERLY HILLS
 Recreation and Parks Department, Attn: Chris Best
 8400 Gregory Way
 Beverly Hills CA 90211

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



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/29/09 Revised

PRODUCER
D C INSURANCE SERVICES, Inc.
16601 Ventura Boulevard, Ste. 500
Encino CA 91436

INSURED
S.T.A.R. INC STAR EDUCATION
10117 West Jefferson Boulevard
Culver City, California 90232

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

INSURERS AFFORDING COVERAGE

- INSURER A: TOFA INSURANCE COMPANY
- INSURER B: TOWER SELECT INSURANCE CO.
- INSURER C: AIG LIFE INSURANCE COMPANY
- INSURER D:
- INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NO WITHSTANDING 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.

INS. CL. #	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMBINED GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Childcare Professional Liability Coverage included <input checked="" type="checkbox"/> Child Abuse Coverage - CERT. AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC.	DCC 400013	01/01/09	01/01/10	EACH OCCURRENCE \$1,000,000 PER DAMAGE (per limit) N/A WRD. EXP (per limit) N/A PERSONAL & ADV. INJURY Included GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHOOL BUSES <input type="checkbox"/> TRAILERS <input checked="" type="checkbox"/> Non-Owned Auto	DCC400013	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Per Accident) \$ 3,000,000 BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC. \$ AUTO ONLY AGG. \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	EXPRESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> BODILY INJURY <input type="checkbox"/> MEDICAL \$				
B	WORKERS COMPENSATION AND EMPLOYER LIABILITY	WCC701289600	07/01/09	07/01/10	<input checked="" type="checkbox"/> WC Employee Limit <input type="checkbox"/> Dis. E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OTHER - Accidental Medical - Primary	SRG911-3903	01/01/09	01/01/10	\$20,000 Expense Benefit Max/Annu. Each enrolled child

DESCRIPTION OF OPERATIONS/LOCATIONS/SUBJECTS/INDUSTRY ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:
 BEVERLY HILLS UNIFIED SCHOOL DISTRICT is included as an Additional Insured, but only as respects any covered child that might arise from the Named Insured's Operation as an Afterschool-Enrichment Provider for schools shown on the attached endorsement.

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED/INSUREE OF THE BEVERLY HILLS UNIFIED SCHOOL DISTRICT (Enrichment Only)
 255 South Lusk Drive
 Beverly Hills CA 90212

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 NOTICED 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

[Signature]



STAR Education was named a "Model Program" by the White House & the U.S. Department of Education.

July 15, 2009

City of Beverly Hills
455 North Rexford Boulevard
Beverly Hills, California 90210

RE:STAR, Inc. 2009-2010 programming contract with the BH Parks and Rec. Dept.

Dear Friends at the Beverly Hills Parks and Recreation Department:

I want to start by letting you know how much we appreciate the relationship and friendship we have built together this year. I think we made a great team and provided the highest quality programming to the students of Beverly Hills. The parents were also appreciative of the partnership.

I would like to review the original agreement made between the Beverly Hills Parks and Recreation Department and STAR, Inc. We both agreed that the STAR Program would be offering classes to all four elementary schools in the city of Beverly Hills. The financial agreement for these enrichment classes would be the same as the arrangement the City has with all other vendors, which is a 70/30 percent (70 percent for vendors/30 percent for Beverly Hills Parks and Rec.). It was agreed that STAR would get an additional 20 percent of the revenue earned from the classes STAR provided in order to pay the salaries of the directors on all sites, who administered, supervised and troubleshoot for the City of Beverly Hills, the other enrichment vendors and the STAR Program.

In operating the program this year, we realized that the 20 percent of proceeds from the STAR classes does not cover the cost of the four directors. The loss that STAR incurred this past year, via this arrangement was \$14,959.00.

To solve this problem, we suggested that Parks and Recreation charge a \$10.00 fee per student per session, a charge that parents are accustomed to paying for service in all enrichment venues. This registration fee can bring approximately \$10,000 in additional income annually. We also suggested that all the vendors be presented with a 65/35 percent split option (65 percent for vendors/35 percent for Beverly Hills Parks and Rec.). This would spread the responsibility of financing the cost of directors to all the vendors. The 20 percent of revenue allotted to STAR to pay all site directors has proven to be insufficient. Asking STAR to bear the burden of the losses produced by the cost of employing directors seemed unfair to our Board of Directors.



The Board has approved the continuance of this partnership between STAR, Inc. and Beverly Hills Park and Rec. for the 2009-2010 academic and fiscal year, but Board policy dictates that STAR cannot commit to more than a one year contract with *any* organization. The Board is hoping that the City and STAR can work together this 2009-2010 academic and fiscal year to find ways to eliminate the losses for the STAR Program in producing the services of the site directors. These site directors ensure the safety of the children, find ways to solve every problem on campus for the other enrichment vendors, the City of Beverly Hills and STAR. They serve an integral role in the implementation of after-school enrichment programming.

The Board approved the 2009-2010 contract between STAR and the Beverly Hills Parks and Recreation Department. They also understand that the City intends to make an offer of a 58/15 percent split (85 percent to vendor/15 to Beverly Hills Parks and Rec.) for the 2010-2011 year, and an 80/20 percent split for the 2011-2012 year.

Sincerely,

A handwritten signature in black ink, appearing to read "Katya Bozzi". The signature is fluid and cursive, with a large loop at the end.

Katya Bozzi
Executive Director, STAR, Inc.