



AGENDA REPORT

Meeting Date: August 31, 2010

Item Number: G-18

To: Honorable Mayor & City Council

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

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

Attachments: Agreements (2)

Item A. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND HOLME ROBERTS & OWEN LLP, FOR SPECIAL COUNSEL SERVICES ON INTELLECTUAL PROPERTY MATTERS; AND,

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$75,000

RECOMMENDATION

Staff recommends that the City Council approve the agreement and a purchase order in the amount of \$75,000 with Holme Roberts & Owen LLP for legal services related to intellectual property matters.

INTRODUCTION

This agreement retains Holme Roberts & Owen LLP to provide legal services related to intellectual property matters in connection with the Beverly Hills Shield Design trademark and other intellectual property matters.

DISCUSSION

Holme Roberts & Owen is a well respected law firm with experience and expertise in trademark law including but not limited to trademark enforcement strategies, trademark licensing and trademark litigation.

FISCAL IMPACT

Funds were budgeted and are available in the City Attorney's budget for these services.

Item B. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BRIT WEST SOCCER, INC. FOR YOUTH SPORTS CAMP AND CLASS INSTRUCTION SERVICES THROUGH THE CITY'S COMMUNITY SERVICES DEPARTMENT; AND,

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$50,000 FOR THE SERVICES DESCRIBED.

RECOMMENDATION

Staff recommends that City Council approve the agreement and purchase order in the amount of \$50,000 with Brit West Soccer, Inc. for youth sports camp and class instruction.

INTRODUCTION

The services of Brit West Soccer, Inc. have been used by the City for eight years. Brit West Soccer, Inc. offers soccer classes and has attracted high participation amongst the community's youth. The vendor's staff is comprised of highly qualified professionals from diverse backgrounds in coaching.

DISCUSSION

Brit West Soccer, Inc. will provide youth soccer instruction for the City's Community Services Department in accordance with a schedule approved by City. Instruction of youth soccer will be offered for youth summer camp programs and youth classes. The agreement will be for a period of 1 year with two 1 year extensions.

FISCAL IMPACT

Funds were budgeted and are available in the Community Services Department of the General Fund for this purpose.



Noel Marquis
Finance Approval



Scott G. Miller
Approved By

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND HOLME ROBERTS & OWEN LLP, FOR SPECIAL
COUNSEL SERVICES ON INTELLECTUAL PROPERTY
MATTERS

This Agreement is entered into by and between the City of Beverly Hills, a Municipal Corporation (hereinafter "City") and the law firm of Holme Roberts & Owen, LLP (hereinafter "Attorney").

Section 1. Attorney's Responsibilities. Attorney shall perform for the City all necessary and reasonable special counsel services relating to intellectual property as requested by City, including the following:

- a. Provide legal advice to the City Council, City Manager, and City Attorney and such persons that they may designate.
- b. Prepare reports and opinions as may be requested by City.
- c. Attend City Council Meetings and additional meetings with City staff as may be requested by City.

Donald L. Samuels shall be the partner with primary responsibility for the services provided to City pursuant to this Agreement. In addition, any additional personnel performing services under this Agreement shall be approved in advanced by the City Attorney. All personnel changes are subject to prior written approval of City. The services furnished by Attorney shall be under the direction of the City Attorney.

Section 2. Consideration. For Attorney's services performed pursuant to this Agreement, City shall pay Attorney for the actual time of services rendered by Donald L. Samuels, partner, at the rate of \$350; for services rendered by Jill Chalmers, partner, at the rate of \$365 an hour; for services rendered by Samantha Sturgis, associate, at the rate of \$295 an

hour; and Judi Cope, paralegal, at the rate of \$140 an hour. Time shall be billed in increments of one tenth of one hour.

City shall reimburse Attorney for actual expenses reasonably incurred in the performance of legal services under this Agreement for court costs, services of process, messengers, deliveries, postage, and other similar services incidental to the performance of this Agreement. City shall not reimburse or pay Attorney for word processing, document preparation or clerical tasks. Computerized research shall be billed at Attorney's cost without additional mark-up. City and Attorney agree that Attorney shall be reimbursed no more than fifty cents (50¢) per page for facsimiles, with a maximum charge of Forty-Five Dollars (\$45.00) for any individual facsimile transmission, and no more than ten cents (10¢) per page for photocopies.

Attorney shall send a monthly statement for services rendered during the previous month and for expenses incurred on City's account. The monthly statement shall describe the nature of the work performed, the attorney performing the work and the time spent for each task as well as the nature of any fees and expenses incurred. Any expense over \$250 shall include the appropriate back-up documentation for that expense (i.e. invoice, receipt, etc.).

Section 3. Term. This Agreement shall commence on July 1, 2010 and shall continue until terminated.

Section 4. Indemnification. Attorney shall indemnify, defend, and hold harmless City, City Council, its officers, agents, and employees, from any and all claims or losses resulting from physical injury or property damage arising from the wrongful or negligent action or inaction of Attorney or any person employed by Attorney in the performance of this Agreement.

Section 5. Insurance.

a. Attorney shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by Attorney, its agents, representatives or employees. Insurance shall be of the type, in the amounts and subject to the provisions described below.

i. 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 minimum limit of \$1,000,000 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.

ii. Workers Compensation insurance as required by the State of California..

iii. Professional Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000).

b. Evidence of Coverage:

i. Within 14 days after approval of this Agreement by the City, Attorney shall file with City certificates of insurance with original endorsements evidencing coverage in compliance with this Agreement on City's standard proof of insurance form, attached hereto as Exhibit A or on a similar form acceptable to the City Attorney.

ii. Attorney shall make the insurance policies required by this Agreement, including all endorsements and riders, available to City for inspection at Attorney's office during regular business hours.

iii. During the term of this Agreement, Attorney shall maintain with City current valid proof of insurance coverage. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on City's standard proof of insurance form, Exhibit A, attached hereto and incorporated herein, or on a similar form acceptable to the City Attorney.

iv. Failure to submit any required evidence of insurance within the required time period shall be cause for termination.

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

c. All insurance coverage shall be provided by insurers admitted in the state of California and with a rating of B+;VII or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

d. Attorney shall not modify any policy required by this Section in a manner that materially and adversely affects coverage to the City as an additional insured. Each insurance policy shall be endorsed to state that coverage shall not be canceled 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.

e. Attorney's insurance and any insurance provided in compliance with Agreement, shall be primary with respect to any insurance or self-insurance programs covering City, its City Council and any officer, agent or employee of City.

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

g. Any deductibles or self-insured retentions shall be declared to and are subject to approval by City. At the option of City, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects City, or Attorney shall procure a bond guaranteeing payment of losses and expenses.

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

i. All commercial general liability insurance coverage required to be maintained pursuant to this Agreement by Attorney shall name City, its City Council and every officer, agent and employee of City as additional insureds with respect to work under this Agreement.

Section 6. Successors and Assigns. This Agreement may not be assigned by Attorney. This Agreement may not be amended without the written agreement of both parties hereto.

Section 7. Facilities and Equipment. Attorney shall, at its own cost and expense, provide all facilities and equipment which may be required for performance of services required by this Agreement.

Section 8. Termination. This Agreement may be terminated by City, without prior notice, at any time. Attorney shall be entitled to the compensation earned by it prior to the date of termination. Attorney shall be entitled to no further compensation after the date of termination. Attorney reserves the right to terminate this Agreement in the event that City fails

to timely pay for Attorney's services after Attorney provides City reasonable notice and opportunity to cure such failure.

Section 9. Conflict of Interest. Attorney agrees not to accept any employment during the term of this Agreement by any other person or entity which employment is or may likely develop a conflict of interest between City's interest and the interests of such other person or entity. "Conflict," as used herein, shall be defined and interpreted in accordance with Section 1090 of the California Government Code and as set forth in the Rules of Professional Conduct of the State Bar of California.

Section 10. Notice. Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be served personally or by certified mail addressed to the City Attorney of the City of Beverly Hills, 455 N. Rexford Drive, Suite 230, Beverly Hills, California, 90210-4817; or to Donald L. Samuels, Holme Roberts & Owen LLP, 1700 Lincoln Street, Suite 4100, Denver, CO 80203-0454 , unless and until different addresses may be furnished in writing by either party to the other, and such notice shall be deemed to have been served within seventy-two (72) hours after the same has been deposited in the United States Post Office by certified mail. This shall be valid and sufficient service of notice for all purposes.

Section 11. Extent of Agreement. This Agreement represents the entire and integrated Agreement between City and Attorney 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 City and Attorney.

Section 12. 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.

Section 13. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of California.

Executed on this ____ day of _____, 2010 at Beverly Hills, California.

CITY OF BEVERLY HILLS,
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills,
California

ATTEST:

BYRON POPE
City Clerk

HOLME ROBERTS & OWEN, LLP



DONALD L. SAMUELS
Partner

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



KARL KIRKMAN
Risk Manager



CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

**A.
B.
C.**

ADDRESS

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

AGREEMENT BETWEEN THE CITY OF BEVERLY
HILLS AND BRIT WEST SOCCER, INC. FOR YOUTH
SPORTS CAMP AND CLASS INSTRUCTION
SERVICES THROUGH THE CITY'S COMMUNITY
SERVICES DEPARTMENT

NAME OF CONTRACTOR: Brit West Soccer, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Brian Miller, Chief Executive
Officer

CONTRACTOR'S ADDRESS: P. O. Box 800-271
Santa Clarita, CA 91380

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

COMMENCEMENT DATE: October 1, 2010

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

CONSIDERATION: Not to exceed \$65,000 per
year as more particularly
described in Section 3

AGREEMENT BETWEEN THE CITY OF BEVERLY
HILLS AND BRIT WEST SOCCER, INC. FOR YOUTH
SPORTS CAMP AND CLASS INSTRUCTION
SERVICES THROUGH THE CITY'S COMMUNITY
SERVICES DEPARTMENT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Brit West Soccer, 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. 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. Upon satisfactory completion of all sports camp and class instruction services to be provided pursuant to Exhibit A of this Agreement, CITY shall pay CONTRACTOR in an amount not to exceed the amount set forth above, at the rate of seventy percent (70%) of the City resident rate multiplied by the number of registrants of the classes provided by CONTRACTOR for CITY under this Agreement. CITY shall make two payments to CONTRACTOR upon receipt of an itemized statement on a form acceptable to CITY for CONTRACTOR's services performed. The first payment shall be made midway through each session and the second payment shall be made at the end of each session. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) days of receipt of same.

Section 4. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents

shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

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

Section 6. CONTRACTOR and CITY: Responsible Principal.

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

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

Section 7. Personnel.

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

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

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

Section 9. Insurance.

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

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

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

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

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

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

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

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

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

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

Section 11. Termination.

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

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

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

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

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

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

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

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

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

CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills,
California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONTRACTOR:
BRIT WEST SOCCER, INC

BRIAN MILLER
Chief Executive Officer and
Secretary

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager

STEVE ZOET
Interim Director of Community
Services

KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

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

EXHIBIT B

CITY OF BEVERLY HILLS
WORKER'S COMPENSATION STATEMENT

FISCAL YEAR 2010-2011
JULY 1, 2010 TO JUNE 30, 2011

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

I, Brian Miller, 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:

BRIT WEST SOCCER
(COMPANY NAME)

BRIAN MILLER
(SIGNATORY'S PRINTED NAME)

[Signature]
(SIGNATURE)

310 840 4700
(TELEPHONE NUMBER)

8/10
(DATE SIGNED)

REVIEWED/APPROVED BY:

[Signature]
Risk Management Division

8/17/10
Date Signed



**EXHIBIT C
CERTIFICATE OF INSURANCE**

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

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

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

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

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

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

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

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
ADDRESS: _____
