



AGENDA REPORT

Meeting Date: September 8, 2011

Item Number: F-14

To: Honorable Mayor & City Council

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

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

Attachments: 1.) Agreements (7)

Item A. APPROVAL OF AN 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; AND,

APPROVAL OF A BLANKET PURCHASE ORDER IN THE AMOUNT OF \$210,000 FOR THESE INSTRUCTION SERVICES

RECOMMENDATION

Staff recommends that City Council approve the agreement and purchase order with STAR, Inc. for one year of service to provide after school and summer class instruction services in an amount not-to-exceed \$210,000.

INTRODUCTION

The services of STAR, Inc. have been used by the City for the past four years. STAR, Inc. offers over two hundred various afterschool classes at each of the elementary schools and attracts large participation amongst the community's youth. The vendor's staff is comprised of highly qualified professionals from diverse backgrounds teaching in their area of expertise.

DISCUSSION

STAR, Inc. will provide afterschool and summer class instruction for the City's Community Services Department in accordance with a schedule approved by the City. Instruction in classes such as crafts, math, science, theatre, and other areas will be offered.

FISCAL IMPACT

Funds are currently available for this expenditure, which is offset by revenue in an amount not to exceed \$210,000.

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

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$86,000

RECOMMENDATION

Staff recommends that the City Council approve the agreement and purchase order in the amount of \$86,000 to Jewish Family Service for community assistance funding. This funding level was recommended by the City Council's Ad Hoc committee at the May 24, 2011 City Council Study Session.

INTRODUCTION

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

DISCUSSION

Jewish Family Services will provide a three-tiered approach to support older Beverly Hills residents: continuation of the Care Management Program to 30 at-risk older adults; resource referral and consultation; and telephone reassurance including supportive check-in calls. In addition, a Senior Peer Volunteer Program will be introduced.

Care management provides a continuum of supportive services to those Beverly Hills elders who are the most frail, economically needy, socially isolated and have minimal or no family support. Care management consists of comprehensive assessment, an individual care plan, service coordination, monitoring/home visits and emergency response services.

In addition, JFS also arranges safe and reliable transportation to medical appointments and grocery shopping for senior Beverly Hills residents through the Taxi Coupon Voucher program.

FISCAL IMPACT

Funds were budgeted and are available for this purpose.

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

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$85,000

RECOMMENDATION

Staff recommends that the City Council approve the agreement and purchase order in the amount of \$85,000 to Step Up On Second for community assistance funding. This funding level was recommended by the City Council's Ad Hoc committee at the May 24, 2011 City Council Study Seession.

INTRODUCTION

Step up on Second provides a Homeless Outreach and Engagement Team to work within the City limits. The team evaluates, assesses and refers for services those individuals identified as homeless and/or in need of community mental health support.

DISCUSSION

Initially, the City implemented a six-month pilot program, January 1-June 30, 2008, at the cost of \$39,422, and has continued with the program since. The Step Up team augmented existing outreach efforts of People Assisting the Homeless (PATH) whose focus was homeless individuals who were "agency-ready" as opposed to mentally ill.

This request is to continue the program at the same funding level and concentrate efforts to serve this vulnerable population of the Beverly Hills community.

FISCAL IMPACT

Funds were budgeted and are available for this purpose.

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

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

RECOMMENDATION

Staff recommends that the City Council approve the agreement and purchase order in the amount of \$75,000 to West Side Food Bank for community assistance funding. This funding level was recommended by the City Council's Ad Hoc committee at the May 24, 2011 City Council Study Seession.

INTRODUCTION

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

DISCUSSION

The City of Beverly Hills has provided community assistance grant funding to the Westside Food Bank (WSFB) since 1986. Since the financial failures of fall 2008, the number of requests at member pantries was 57% higher. For families who do not qualify for food stamps, food pantries are often the only place they can turn for help. In 2010, WSFB distributed more than 4,000,000 pounds of food to 70 participating agencies.

FISCAL IMPACT

Funds were budgeted and are available for this purpose.

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

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

RECOMMENDATION

Staff recommends that the City Council approve the agreement and purchase order in the amount of \$75,000 to Maple Counseling Center for community assistance funding. This funding level was recommended by the City Council's Ad Hoc committee at the May 24, 2011 City Council Study Secession.

INTRODUCTION

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

DISCUSSION

Access to affordable mental health services is a vital component of the Human Service Division's commitment to providing a social service safety-net to the community. During this continued economic downturn when many social services are being cut or even closed, TMCC provides local support to at-risk residents.

FISCAL IMPACT

Funds were budgeted and are available for this purpose.

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

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$51,039 FOR CONTINUATION OF SERVICES DESCRIBED

RECOMMENDATION

Staff recommends that the City Council approve the agreement and purchase order in the amount of \$51,039 to People Assisting the Homeless (P.A.T.H.) for community assistance funding. This funding level was recommended by the City Council's Ad Hoc committee at the May 24, 2011 City Council Study Secession.

INTRODUCTION

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

DISCUSSION

The grant funding for programs and services provided by PATH complements the City's Changing Lives and Sharing Places (CLASP) program by ensuring that a shelter bed is available for a homeless individual who chooses to consider an option to life on the street.

FISCAL IMPACT

Funds were budgeted and are available for this purpose.

Item G. APPROVAL AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND BEVERLY HILLS CPR FOR COMMUNITY ASSISTANCE FUNDS; AND,

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

RECOMMENDATION

Staff recommends that the City Council approve the agreement and purchase order in the amount of \$50,000 to Beverly Hills CPR for community assistance funding. This funding level was recommended by the City Council's Ad Hoc committee at the May 24, 2011 City Council Study Secession.

INTRODUCTION

Beverly Hills Cardiopulmonary Resuscitation (CPR) is a non-profit organization dedicated to reducing preventable deaths from heart disease, the number one cause of death in the United States. The Beverly Hills CPR program has been in existence since 1977 and has trained over 86,000 residents and non-residents in cardiopulmonary resuscitation.

DISCUSSION

Funds for this program are used to support the operation of a CPR program that offers lifesaving techniques to the Beverly Hills community which has been recognized as an official American Heart Association Training Center.

FISCAL IMPACT

Funds were budgeted and are available for this purpose.

Item H. APPROVAL OF A BLANKET PURCHASE ORDER FOR THE BEVERLY HILLS UNIFIED SCHOOL DISTRICT (BHUSD) FOR THE PROVISION, USE AND MAINTENANCE OF EDUCATIONAL, RECREATIONAL, AND COMMUNITY FACILITIES AND PROGRAMS FOR \$9,700,000 AND AN ESCROW ACCOUNT TOTALING AN ADDITIONAL \$600,000 FOR A TOTAL NOT TO EXCEED \$10,300,000

RECOMMENDATION

Staff recommends that the City Council approve the purchase order with Beverly Hills Unified School District (BHUSD), for the provision, use and maintenance of educational, recreational, and community facilities and programs for a total not-to-exceed amount of \$9,700,000. Per the Chief Financial Officer, a separate escrow account has been established for \$600,000 for turf replacement and maintenance.

INTRODUCTION

In July 2008, the City of Beverly Hills entered into a four-year Joint Powers Agreement (JPA) No. 259-08 with Beverly Hills Unified School District (BHUSD). The JPA was amended on April 21, 2011 (Amendment #138-11).

The agreement/amendment specifies annual payments for use of School District Facilities through July 2012, and the inclusion of quarterly \$150,000 deposits to be used for turf replacement at the four elementary schools.

DISCUSSION

With no CPI increase for FY 2011-2012 the City will make base payments for facilities use of \$9,700,000 plus, the City will place quarterly payments in an escrow account totaling an additional \$600,000 to be used for turf replacement at the District's four elementary schools, for a final amount totaling \$10,300,000.

FISCAL IMPACT

Funds were budgeted and are available for this purpose.

Item I. APPROVAL TO ISSUE A BLANKET PURCHASE ORDER IN THE NOT-TO-EXCEED AMOUNT OF \$140,000 TO DIEGO CEVALLOS D.B.A. BEVERLY HILLS AQUATICS FOR SWIM INSTRUCTION AND PROGRAMS THROUGH THE CITY'S COMMUNITY SERVICES DEPARTMENT

RECOMMENDATION

Staff recommends that City Council approve the purchase order in the not-to-exceed amount of \$140,000.

INTRODUCTION

The Beverly Hills Aquatics program provides class instruction in aquatic skills to over 1,300 participants each year. Throughout the year, the program offers camp instruction, swim lessons, and a variety of aquatic sports such as diving, water polo, and swim team.

Diego Cevallos d.b.a. Beverly Hills Aquatics currently operates under existing Agreement #306-09. The City seeks to continue services and requests a blanket purchase order for a total not to exceed amount of \$140,000.

DISCUSSION

For the fiscal year 2011/2012, staff is estimating the cost of the program to be \$140,000 and is requesting a blanket purchase order in that amount.

FISCAL IMPACT

Beverly Hills Aquatics is a self-supporting program that generates revenue that is shared between the vendor (70%) and the City (30%).

Item J. APPROVAL OF A BLANKET PURCHASE ORDER IN THE NOT-TO-EXCEED AMOUNT OF \$128,963.28 TO THE MONTAGE BEVERLY HILLS FOR THE REIMBURSEMENT OF GARDEN MAINTENANCE

RECOMMENDATION

Staff recommends that the City Council approve a purchase order in the not-to-exceed amount of \$128,963.28 to the Montage Beverly Hills for the reimbursement of garden maintenance associated with the City owned Beverly Canon Gardens.

INTRODUCTION

The Reciprocal Easements and Operations Agreement between the City of Beverly Hills and Beverly Hills Luxury Hotel LLC states that the City will reimburse the Montage Beverly Hills for maintenance of the City-owned Beverly Canon Gardens. Section 4.2 of the agreement allows the hotel to provide a higher level of maintenance for the gardens while keeping the City's costs fixed at \$10,000 a month, based on 2007 dollars.

DISCUSSION

The blanket purchase order complies with the terms of Agreement #420-06 (section 4.2) to provide for reimbursement of funds for maintaining the City-owned Beverly Canon Gardens. The total is a not-to-exceed amount of \$128,963.28.

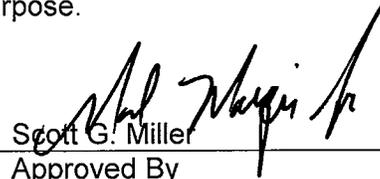
Meeting Date: September 8, 2011

FISCAL IMPACT

Funds were budgeted and are available for this purpose.



Noel Marquis
Finance Approval



Scott G. Miller
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND 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: Steve Zoet Director of Community Services
COMMENCEMENT DATE:	August 1, 2011
TERMINATION DATE:	June 30, 2012
CONSIDERATION:	Not to exceed \$210,000 as more particularly described in Section 3 of the 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

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work.

(a) CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to 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 commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above.

Section 3. Compensation.

(a) Upon satisfactory completion of all class instruction services to be provided as set forth in Exhibit A of this Agreement, CITY shall pay CONTRACTOR in an amount not to exceed the amount set forth above, at the rate of eighty-five (85%) of the CITY resident rate multiplied by the number of registrants of the classes provided by CONTRACTOR for CITY under this Agreement.

(b) 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 undisputed billings within thirty (30) days of receipt of same.

(c) Additional Services.

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

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

Section 6. 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 by CONTRACTOR shall not be made without prior written consent of CITY.

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

Section 7. Personnel.

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

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

Section 9. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 10. Insurance.

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

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of 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.

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

(3) Workers' compensation as required by the state of California, and employers liability insurance with minimum limits of One Million Dollars (\$1,000,000) per accident.

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

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

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

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit 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 general liability and auto liability 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.

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

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

Section 11. 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 12. Termination.

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

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

Section 13. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 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 CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 15. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three year(s). CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies of transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 16. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

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

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party

in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

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

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

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

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

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

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

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

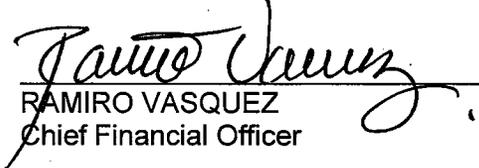
ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONTRACTOR: STAR, INC.



KATYA BOZZI
Executive Director



RAMIRO VASQUEZ
Chief Financial Officer

[Signatures continue]

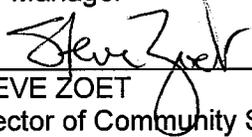
APPROVED AS TO FORM:



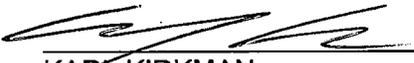
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



STEVE ZOET
Director of Community Services



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONTRACTOR shall provide the following 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) of CITY's other vendors, 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, emergency contact information, allergy 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; (3) CITY shall provide a substitute teacher or CITY staff to supervise registered participants in classes cancelled by other vendors.

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.



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

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

R E C I T A L S

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

WHEREAS, City desires to provide community assistance funds for the fiscal year 2011-2012 to continue to support the operation within the City of a valuable human service entity that provides a care management program for seniors and a senior peer volunteer program within City ("Project").

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

Section 1. Fund Authorization. City authorizes the sum of Eighty-Six Thousand and no/100ths Dollars (\$86,000) to be paid to Recipient for the fiscal year 2011-2012. Payment shall be made to Recipient in the amount of Twenty-One Thousand Five Hundred and no/100ths Dollars (\$21,000) upon execution of this Agreement. Three additional payments of Twenty-One Thousand Five Hundred and no/100ths Dollars (\$21,500) each will be paid on October 1, 2011, January 1, 2012 and April 1, 2012, if Recipient complies with the terms of this Agreement.

Section 2. Use of Funds. Recipient shall use the community assistance funds for the operation and promotion of a Senior Care Management Program (\$71,000) and Senior Peer Volunteer program (\$15,000).

Section 3. Reports. Recipient shall furnish comprehensive quarterly progress reports to the Human Services Administrator (hereinafter "Administrator") on a form provided by City as to the operation of the Project, including the use of funds provided to Recipient by City, specific Project activities and/or changes and the relative benefit of the Project to residents, visitors and/or employees of the City. The first report shall be furnished to the Administrator by October 1, 2011. Additional reports shall be furnished on January 1, April 1, and July 1, 2012.

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

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

Section 6. Termination. The term of this Agreement shall be twelve (12) months commencing July 1, 2011, unless terminated earlier or extended as provided herein. City or Recipient may terminate this Agreement, without cause, upon thirty (30) days written notice.

Section 7. Entire Agreement. This Agreement represents the entire integrated agreement between City and Recipient, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Recipient.

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

CITY OF BEVERLY HILLS,
a municipal corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

JEWISH FAMILY SERVICE
a non-profit corporation

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

By: Trent Maggard
TRENT MAGGARD
Chief Financial Officer

APPROVED AS TO FORM:

Laurence S. Wiener
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

Jeffrey Rolin
JEFFREY ROLIN
City Manager

Steven Zoet
STEVEN ZOET
Director of Community Services

James R. Latta
JAMES R. LATTA
Human Services Administrator

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

NAME OF CONSULTANT: Step Up on Second

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Tod Lipka, Chief Executive Officer

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

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

COMMENCEMENT DATE: July 1, 2011

TERMINATION DATE: June 30, 2012

CONSIDERATION: Not to exceed \$85,000 based on the budget
set forth Attachment 1 to Exhibit A

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

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

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

Section 3. Compensation.

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

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

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

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

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

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

Section 7. Responsible Principal(s)

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

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

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

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

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

Section 11. Insurance.

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

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

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

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

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

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

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

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

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

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

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

Section 13. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONSULTANT: STEP UP ON SECOND



BARBARA BLOOM
Chief Operations Officer



MARLENE BARKLEY
Chief Financial Officer

APPROVED AS TO FORM



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



JEFFREY KOLM
City Manager



STEVEN ZOET
Director of Community Services



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

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

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

Staffing and Schedule:

CONSULTANT shall provide the following staffing:

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

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

Program Activities and Expectations:

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

b) This Outreach Team will be comprised of CONSULTANT employees assigned to CITY to establish a connection with the chronic homeless in order to introduce them to services and benefits. CONSULTANT estimates that 75 - 80% of the Outreach Team's time shall be spent in the targeted areas making initial contact and repeat visits with individuals and/or adjunct service providers. The balance of time shall be spent in the office completing documentation, reporting outcomes, and meeting with supervisory staff.

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

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

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

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

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

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

**ATTACHMENT 1
BUDGET 2011 - 2012**

**OUTREACH GRANT PROPOSAL
TO THE CITY OF BEVERLY HILLS
FY 2011-2012**

BUDGET ITEMS	Annual Ongoing Amount
1 FTE OUTREACH COORDINATOR 1 FTE @ \$3,166.67 PER MONTH	\$ 38,000
1 FTE OUTREACH PEER ADVOCATE .80 FTE @ \$2,362.50 PER MONTH	\$ 25,200
Benefits: FICA / SUI / W. Comp. / Medical /Dental / Vision, etc. @ 25%	\$ 15,800
STAFF TRAINING: CPR/CRISIS INTERVENTION/ETC.	\$ 100
DSL + PHONE SERVICE@ \$100.00 PER MONTH	\$ 1,200
(1) CELL PHONE AND SERVICE COST @ \$60.00 PER MONTH	\$ 720
OFFICE SUPPLIES: HANDOUTS, BUSINESS CARDS, CONSUMABLE SUPPLIES \$75.00 PER MONTH	\$ 900
PROGRAM SUPPLIES: emergency information listed on them, and daily necessities for homeless - such as nutrition bars, socks and hygiene products \$80.00 PER MONTH	\$ 960
MILEAGE REIMBURSEMENT (for both outreach staff) estimated 50 miles per week plus parking Expense.	\$ 2,120
TOTAL PROGRAM BUDGET:	\$ 85,000

EXHIBIT B

SCHEDULE OF PAYMENT

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



EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<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"/> CONSULTANT'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: _____



CERTIFICATE OF LIABILITY INSURANCE

OP ID: PC

DATE (MM/DD/YYYY)

07/19/11

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

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

PRODUCER Chapman License #0522024 P. O. Box 5455 Pasadena, CA 91117-0455		626-405-8031 626-405-0585	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: STEPU-1	FAX (A/C, No):
INSURED Step Up On Second 1328 Second Street Santa Monica, CA 90401		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Everest National Insurance Co		10120
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	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"/> PRO-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) \$ \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6600000541111	07/01/11	07/01/12	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Evidence of workers' compensation coverage.

CERTIFICATE HOLDER**CANCELLATION**

CITYBEV

City of Beverly Hills
 Community Services Dept.
 Attn: Michelle Ramos-Vergara
 455 N. Roxford Drive, Rm 260
 Beverly Hills, CA 90210

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$1,000,000	2
Extended Property Damage	included	2
Non-Owned Watercraft	Less than 58 feet	2
Medical Payments	\$20,000	2
Medical Payments – Extended Reporting Period	3 years	3
Athletic Activities	Amended	3
Supplementary Payments – Bail Bonds	\$2,500	3
Supplementary Payment – Loss of Earnings	\$500 per day	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured - Medical Directors and Administrators	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Funding Source	Included	4
Additional Insured – Home Care Providers	Included	4
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	4
Additional Insured - Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	4
Additional Insured – Grantor of Permits	Included	4
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	5
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	5
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Duties in the Event of Occurrence, Claim or Suit	Included	5
Unintentional Failure to Disclose Hazards	Included	5
Liberalization	Included	6
Bodily Injury – includes Mental Anguish	Included	6
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	6
Key and Lock Replacement – Janitorial Services Client Coverage	\$5,000 limit	6

A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions;
 - b. **SECTION III - LIMITS OF INSURANCE**, Paragraph 6.;
 - c. **SECTION V – DEFINITIONS**, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. Other Insurance, Paragraph b. Excess Insurance
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$1,000,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Extended "Property Damage"

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted and replaced by the following:

- a. **Expected or Intended Injury**
 "Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. Non-Owned Watercraft

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is amended to read as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Medical Payments - Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, the second part of Paragraph a. is amended to read

provided that:

- (2) The expenses are incurred and reported to us within three years of the date of the accident;

E. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

F. Supplementary Payments

Under the **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** provision, Items 1.b. and 1.d. are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

G. Employee Indemnification Defense Coverage

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

H. SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is changed to read:
 - a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** - Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

- b. **Managers and Supervisors** - If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
- c. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** - Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** - At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance, or use of any elevators covered by this insurance.

I. Limited Rental Lease Agreement Contractual Liability

The following is added to **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph b. Contractual Liability:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

J. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

K. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. Transfer of Rights of Recovery Against Others To Us:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

L. Duties in the Event of Occurrence, Claim or Suit

1. The requirement in Paragraph 2.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.
2. The requirement in Paragraph 2.b. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

M. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

N. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

O. Bodily Injury - Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is changed to read:

“Bodily Injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

P. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is revised to read:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal and advertising injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- (1) Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (a) Any insured; or
 - (b) Any executive officer, director, stockholder, partner or member of the insured; or
- (2) Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- (3) Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- (4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

The following additional coverage is added to **A. COVERAGE 4. ADDITIONAL COVERAGES**:

Q. Key and Lock Replacement – Janitorial Services Client Coverage

1. We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client", up to a \$5,000 limit per occurrence/\$5,000 policy aggregate.
2. We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.
3. The following, when used on this coverage, are defined as follows:
 - a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
 - b. "Employee"
 1. Any natural person:
 - a. While in your service or for 30 days after termination of service;
 - b. Who you compensate directly by salary, wages or commissions; and
 - c. Who you have the right to direct and control while performing services for you; or
 2. Any natural person who is furnished temporarily to you:
 - a. To substitute for a permanent "employee" as defined in Paragraph 1. above, who is on leave; or
 - b. To meet seasonal or short-term workload conditions;while that person is subject to your direction and control and performing services for you.
 - c. "Employee" does not mean:
 - a. Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - b. Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

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

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

R E C I T A L S

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

WHEREAS, City desires to provide community assistance funds for fiscal year 2011-2012 to continue to support the operation within the City of a valuable entity which provides food to agencies on the westside of Los Angeles; and

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

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

Section 1. Fund Authorization. City authorizes the sum of Seventy-Five Thousand and no/100ths Dollars (\$75,000) to be paid to Recipient for the fiscal year 2011-2012. Payment shall be made to Recipient in the amount of Eighteen Thousand Seven Hundred Fifty and no/100ths Dollars (\$18,750) upon execution of this Agreement. Three additional payments of Eighteen Thousand Seven Hundred Fifty and no/100ths Dollars (\$18,750) each will be paid on October 1, 2011, January 1, 2012 and April 1, 2012, if Recipient complies with the terms of this Agreement.

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

Section 3. Reports. Recipient shall furnish comprehensive quarterly progress reports to the Human Services Administrator (hereinafter "Administrator") on a form provided by City as to the operation of the Project, including the use of funds provided to Recipient by City, specific Project activities and/or changes and the relative benefit of the Project to residents, visitors and/or employees of the City. The first report shall be furnished to the Administrator by October 1, 2011. Additional reports shall be furnished on January 1, April 1, and July 1, 2012.

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

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

Section 6. Termination. The term of this Agreement shall be twelve (12) months commencing July 1, 2011, unless terminated earlier. City may terminate this Agreement, without cause, upon thirty (30) days written notice. If City elects to terminate the Agreement, Recipient shall not be entitled to any payments from City from the date of the notice of termination.

Section 7. Entire Agreement. This Agreement represents the entire integrated agreement between City and Recipient, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Recipient.

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

CITY OF BEVERLY HILLS,
a municipal corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

WESTSIDE FOOD BANK,
a non-profit corporation

By: _____
BRUCE RANKIN
Chief Executive Officer

By: _____
GARY BACHRACH
Chief Financial Officer

[Signatures continue]

APPROVED AS TO FORM:

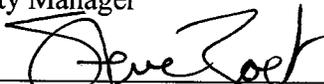


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



JEFFREY KOLLIN
City Manager



STEVEN ZOET
Director of Community Services



JAMES R. LATTA
Human Services Administrator

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

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

R E C I T A L S

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

WHEREAS, City desires to provide community assistance funds for fiscal year 2011-2012 to continue to support the operation within the City of a valuable entity which provides community mental health services; and

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

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

Section 1. Fund Authorization.

City authorizes the sum of Seventy-Five Thousand and no/100ths Dollars (\$75,000) to be paid to Recipient for the fiscal year 2011-2012. Payment shall be made to Recipient in the amount of Eighteen Thousand Seven Hundred Fifty and no/100ths Dollars (\$18,750) upon execution of this Agreement. Three additional payments of Eighteen Thousand Seven Hundred Fifty and no/100ths Dollars (\$18,750) each will be paid on October 1, 2011, January 1, 2012 and April 1, 2012, if Recipient complies with the terms of this Agreement.

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

Section 3. Reports. Recipient shall furnish comprehensive quarterly progress reports to the Human Services Administrator (hereinafter "Administrator") on a form provided by City as to the operation of the Project, including the use of funds provided to Recipient by City, specific Project activities and/or changes and the relative benefit of the Project to residents and/or visitors of the City. The first report shall be furnished to the Administrator by October 1, 2011. Additional reports shall be furnished on January 1, April 1, and July 1, 2012.

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

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

Section 6. Termination. The term of this Agreement shall be twelve (12) months commencing July 1, 2011, unless terminated earlier. City may terminate this Agreement, without cause, upon thirty (30) days written notice. If City elects to terminate the Agreement, Recipient shall not be entitled to any payments from City from the date of the notice of termination.

Section 7. Entire Agreement. This Agreement represents the entire integrated agreement between City and Recipient, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Recipient.

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

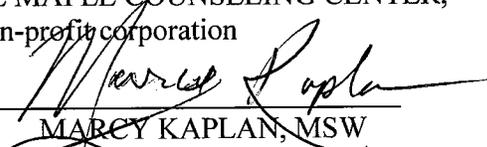
CITY OF BEVERLY HILLS,
a municipal corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills, California

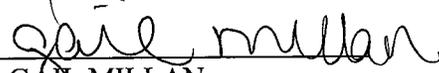
ATTEST:

(SEAL)
BYRON POPE
City Clerk

THE MAPLE COUNSELING CENTER,
a non-profit corporation

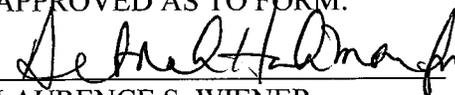
By: 

MARCY KAPLAN, MSW
Chief Executive Officer

By: 

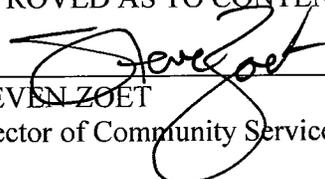
GAIL MILLAN
Corporate Secretary

APPROVED AS TO FORM:

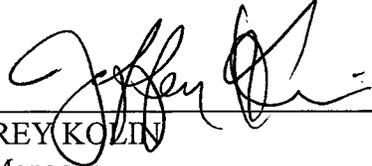


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



STEVEN ZOET
Director of Community Services



JEFFREY KOLIN
City Manager



JAMES R. LATTA, LCSW
Human Services Administrator

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

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

R E C I T A L S

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

WHEREAS, City desires to provide community assistance funds for fiscal year 2011-2012 to continue to support the operation within the City of a valuable entity which provides services to homeless persons on the westside of Los Angeles; and

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

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

Section 1. Fund Authorization. City authorizes the sum Fifty-One Thousand Thirty-Nine and no/100ths Dollars (\$51,039.00) to be paid to Recipient for fiscal year 2011-2012. Payment shall be made to Recipient in the amount of Twelve Thousand Seven Hundred Eighty-Nine and no/100ths Dollars (\$12,789) upon execution of this Agreement. Three additional payments of Twelve Thousand Seven Hundred Fifty and no/100ths Dollars (\$12,750) each will be paid on October 1, 2011, January 1, 2012 and April 1, 2012, if Recipient complies with the terms of this Agreement.

Section 2. Use of Funds. Recipient shall use the community assistance funds to aid in its provision of services, including comprehensive vocational adult education and other skill-building services for homeless persons on the Westside of Los Angeles and to transfer up to eleven homeless individuals, for a total of 1,200 bed-nights, from Beverly Hills to a PATH facility.

Section 3. Reports. Recipient shall furnish comprehensive quarterly progress reports to the Human Services Administrator (hereinafter "Administrator") on a form provided by City as to the operation of the Project, including the use of funds provided to Recipient by City, specific Project activities and/or changes and the relative benefit of the Project to residents, visitors and/or employees of the City. The first report shall be furnished to the Administrator by October 1, 2011. Additional reports shall be furnished on January 1, April 1, and July 1, 2012.

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

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

Section 6. Termination. The term of this Agreement shall be twelve (12) months commencing July 1, 2011, unless terminated earlier or extended as provided herein. City or Recipient may terminate this Agreement, without cause, upon thirty (30) days written notice.

Section 7. Entire Agreement. This Agreement represents the entire integrated agreement between City and Recipient, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Recipient.

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

CITY OF BEVERLY HILLS,
a municipal corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

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

By: _____
JOEL JOHN ROBERTS
Chief Executive Officer

By: _____
EVA VOLLMER
Corporate Secretary

APPROVED AS TO FORM:

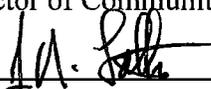
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



STEVEN ZOËT
Director of Community Services



JAMES R. LATTA
Human Services Administrator

AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND
BEVERLY HILLS CPR FOR COMMUNITY ASSISTANCE
FUNDS

THIS AGREEMENT is made and entered into in the City of Beverly Hills by and between the City of Beverly Hills, a municipal corporation ("City"), and Beverly Hills CPR, a 501(c)(3) organization ("Recipient").

RECITALS

WHEREAS, City desires to fund programs and services that benefit the residents of the City of Beverly Hills and programs which represent the City's commitment to regional social and human service efforts;

WHEREAS, City desires to provide funds for the fiscal year 2011-2012 to support the operation of a CPR program that provides training in lifesaving techniques of CPR (cardiopulmonary resuscitation) as well as the use of AED's (automated external defibrillators), first aid and the Heimlich Maneuver; and

WHEREAS, Recipient is a 501(c)(3) Organization offering lifesaving techniques of CPR to persons in the City of Beverly Hills ("Project");

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

Section 1. Fund Authorization. City authorizes the sum of Fifty Thousand and no/100ths Dollars (\$50,000) to be paid to Recipient for the fiscal year 2011-2012. Payment shall be made to Recipient in the amount of Twelve Thousand Five Hundred and no/100ths Dollars (\$12,500) upon execution of this Agreement. Three additional payments of Twelve Thousand Five Hundred and no/100ths Dollars (\$12,500) each will be paid on October 1, 2011, January 1, 2012 and April 1, 2012, if Recipient complies with the terms of this Agreement.

Section 2. In-Kind Services. In addition to the funds set forth in Section 1, City shall provide Recipient with the services set forth in Exhibit A, attached hereto and incorporated herein.

Section 3. Use of Funds. Recipient shall use the funds for the operation and promotion of a CPR training program for residents, City employees, employees of businesses within the community and Beverly Hills High School.

Section 4. Reports. Recipient shall furnish comprehensive quarterly progress reports to the Human Services Administrator (hereinafter "Administrator") on the form provided by City as to the progress of the Project including an accounting of specific Project activities, changes to Project and the benefit to residents, visitors and/or employees of City. The first report shall be furnished to the Administrator by October 1, 2011. Additional reports shall be furnished on January 1, April 1, and July 1, 2012.

Section 5. Assignments. This Agreement shall not be assigned by Recipient without the prior written consent of City.

Section 6. Independent Contractor Relationship. At all times during the term of this Agreement, Recipient shall be an independent contractor and Recipient, its officers, employees and agents shall not be employees of the City.

Section 7. Insurance.

(a) Recipient 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 Recipient.

(b) Recipient agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation and employer's liability insurance as required by law. If Recipient represents that it is not required by law to maintain workers' compensation insurance coverage, Recipient shall sign an affidavit to this effect, which shall be attached hereto and incorporated herein.

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

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

(e) Recipient 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 Recipient's expense, the premium thereon.

(f) At all times during the term of this Agreement, Recipient 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. Recipient shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The General Liability policy of insurance required by this Agreement shall contain an endorsement naming the City as an additional insured. 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 Recipient 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, Recipient shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Recipient shall procure a bond guaranteeing payment of losses and expenses.

Section 8. Indemnification. Recipient 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 Recipient or any person employed by Recipient in the performance of this Agreement.

Section 9. Termination. The term of this Agreement shall be twelve (12) months commencing July 1, 2011, unless terminated earlier, or extended as provided herein. City or Recipient may terminate this Agreement without cause upon thirty (30) days written notice.

Section 10. Entire Agreement. This Agreement represents the entire integrated agreement between City and Recipient, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Recipient.

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

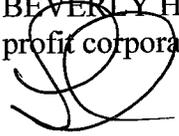
CITY OF BEVERLY HILLS,
a municipal corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills,
California

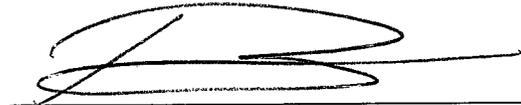
ATTEST:

(SEAL)
BYRON POPE
City Clerk

BEVERLY HILLS CPR, a California non-profit corporation



LES BRONTE
Vice President



BRIAN ROSENSTEIN
Chief Financial Officer

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



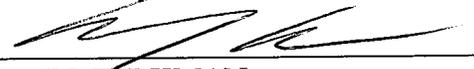
JEFFREY KOLIN
City Manager



STEVEN ZOËT
Director of Community Services



JAMES R. LATTA
Human Services Administrator



KARL KIRKMAN
Risk Manager

EXHIBIT A
IN-KIND SERVICES

Services to be provided for Recipient:

1. City to provide internal hard wires and cooperate with DSL provider for DSL service to Recipient.
2. City to allow Recipient the use of 310 281-2753 number and will transfer in-coming calls to Recipient's new telephone number.
3. City's mail room to provide a mailbox where Recipient can retrieve its mail.

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	EXPIRATION 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"/> CONSULTANT'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

TM.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2010

PRODUCER Phone: (818) 223-3223 Fax: 818-223-3217

D.R. SATIN INSURANCE AGENCY
23801 CALABASAS ROAD SUITE 1004
CALABASAS CA 91302

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

INSURERS AFFORDING COVERAGE

NAIC #

Agency Lic# OG58219

INSURED

BEVERLY HILLS CPR
455 N. REXFORD DRIVE
BEVERLY HILLS CA 90210

INSURER A: Western World Insurance

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 LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	NPP1301046	11/16/10	11/16/11	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ 5,000
	<input type="checkbox"/>					PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/>					GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/>					PRODUCTS-COMP/OP AGG.	\$ 1,000,000
	<input checked="" type="checkbox"/>					GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>	
		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 AUTO ONLY. EA ACC	\$
						AGG	\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/>					\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER	
		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	\$
		OTHER:					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONSCertificate Holder is added as Additional Insured only as their interests may appear.
30 days notice of cancellation/10 days for non pay**CERTIFICATE HOLDER**City of Beverly Hills
City Manager Office
455 N. Rexford Drive
Beverly Hills CA 90210

Attention:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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, IT'S AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Heather Roland

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.