



## AGENDA REPORT

**Meeting Date:** July 24, 2012  
**Item Number:** H-10  
**To:** Honorable Mayor & City Council  
**From:** Steven Zoet, Director of Community Services  
**Subject:** APPROVAL OF THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ADRIENNE MELTZER FOR BEVERLY HILLS ACADEMIC AFTER SCHOOL TUTORING PROGRAM THROUGH THE CITY'S COMMUNITY SERVICES DEPARTMENT AT BEVERLY HILLS UNIFIED SCHOOLS.

**Attachments:** 1. Agreement

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### **RECOMMENDATION**

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and Adrienne Meltzer for Beverly Hills After School Tutoring Program through the City's Community Services Department.

### **INTRODUCTION**

Ms. Meltzer is in her second year of contractual services with the City and has successfully transitioned her program previously offered through the Maple Counseling Center, into a popular afterschool program conducted at both Horace Mann and Beverly Vista elementary schools. Attracting 50-70 participants each session, one on one volunteer tutors assist students in various school subjects.

### **DISCUSSION**

The Agreement is for one (1) year with an option to extend for two (2) additional one year terms. Payment is not to exceed \$18,000 per year for three years. As with all contractual vendors, the City collects 100% of the revenue. Adrienne Meltzer will receive seventy percent (70%) of all revenues collected based on the resident rate. The City retains the remaining thirty percent (30%) of all fees plus the twenty-five percent (25%) higher difference non-residents pay for all Department program offerings.

**FISCAL IMPACT**

City shall pay vendor at the rate of seventy percent (70%) of an amount to be based on the City resident rate multiplied by the number of registrants in the program.



\_\_\_\_\_  
Scott Miller  
Finance Approval

\_\_\_\_\_  
Steven Zoet  
Approved By



# **Attachment 1**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
ADRIENNE MELTZER FOR THE BEVERLY HILLS ACADEMIC AFTER  
SCHOOL TUTORING PROGRAM THROUGH THE CITY'S COMMUNITY  
SERVICES DEPARTMENT AT BEVERLY HILLS UNIFIED SCHOOLS

NAME OF VENDOR: Adrienne Meltzer

VENDOR'S ADDRESS: 3249 Earlmor Drive  
Los Angeles, Ca 90064

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

COMMENCEMENT DATE: September 1, 2012

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

CONSIDERATION: Agreement not to exceed \$18,000 per year at the  
rate of 70% of the registration fees as described in  
Section 3

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
ADRIENNE MELTZER FOR THE BEVERLY HILLS ACADEMIC AFTER  
SCHOOL TUTORING PROGRAM THROUGH THE CITY'S COMMUNITY  
SERVICES DEPARTMENT AT BEVERLY HILLS UNIFIED SCHOOLS

This AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Adrienne Meltzer, an instructor (hereinafter called "VENDOR").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services.

(a) VENDOR shall perform the Scope of Services described in Exhibit A, attached hereto and incorporated herein, to the full satisfaction of CITY.

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

Section 2. Time of Performance. VENDOR shall perform the services on or by the Termination Date set forth above unless extended in writing by the Director of Administrative Services/Chief Financial Officer for two additional one year periods.

Section 3. Compensation. CITY shall pay VENDOR at the rate of seventy percent (70%) of an amount to be based on the CITY resident rate multiplied by the number of registrants of the class and/or camp provided by VENDOR for CITY and as further described in Exhibit A.

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

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

Section 5. Assignment. This Agreement shall not be assigned in whole or in part by VENDOR without the prior written consent of CITY. Any attempt by VENDOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 6. Responsible Principal(s).

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

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

Section 7. Personnel.

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

(b) If services under this Agreement involve minors under the age of 18, VENDOR and VENDOR's personnel shall be fingerprinted by the CITY's Police Department in order to conduct a State Department of Justice ("DOJ") background check prior to VENDOR performing services under this Agreement. CITY shall waive the administrative cost of fingerprinting and shall pay the DOJ fees. If VENDOR or any VENDOR personnel have been convicted of a misdemeanor or felony involving moral turpitude according to the DOJ report, CITY may terminate this Agreement immediately.

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

Section 9. Insurance. VENDOR represents that it is not required by law to maintain workers' compensation insurance coverage. VENDOR shall sign an affidavit to this effect, which shall be attached hereto and incorporated herein as Exhibit B.

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

Section 11. Termination.

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

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

Section 12. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 13. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

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

Section 15. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

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

Section 17. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than VENDOR.

Section 18. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other

covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

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

ATTEST:

\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

VENDOR:

\_\_\_\_\_  
ADRIENNE MELTZER

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

**VENDOR shall provide the Beverly Hills Academic Tutoring Program to children in grades K-8 through the CITY's Community Services Department. CITY shall determine the schedule including the dates, times and location of the classes.**

**Activities shall occur at locations and on a schedule approved by CITY in writing. The schedule is subject to change by CITY, which may reschedule or cancel any or all classes at its sole discretion.**



EXHIBIT B

CITY OF BEVERLY HILLS  
WORKER'S COMPENSATION STATEMENT

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

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

I, \_\_\_\_\_, certify that in the performance of my agreement with the City of Beverly Hills, shall not employ any person in any manner so as to become subject to the Worker's Compensation Laws of California.

I agree that should I become subject to the Worker's Compensation Laws of California during the term of the agreement, I will notify the City of Beverly Hills and I will comply with those laws immediately.

**VENDOR USE ONLY:**

Adrienne Meltzer  
(NAME AS IT APPEARS ON CONTRACT)

\_\_\_\_\_  
VENDOR NUMBER

Adrienne Meltzer  
(SIGNATORY'S PRINTED NAME)

\_\_\_\_\_  
(TELEPHONE NUMBER)

Adrienne Meltzer  
(SIGNATURE)

\_\_\_\_\_  
(DATE SIGNED)

**REVIEWED/APPROVED BY:**

[Signature]  
RISK MANAGEMENT DIVISION

6/4/12  
DATE SIGNED