



AGENDA REPORT

Meeting Date: August 21, 2007
Item Number: F-12
To: Honorable Mayor & City Council
From: Scott Miller, Director of Administrative Services and CFO and
Noel Marquis, Assistant Director of Administrative Services
Subject: **APPROVALS AND RESOLUTIONS OF THE COUNCIL OF THE CITY
OF BEVERLY HILLS RELATED TO VARIOUS CITY PURCHASING
AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN.**

Attachments:

1. Resolutions (5)
2. Agreements (5)

**ITEM A. RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS
APPROVING AN AGREEMENT BETWEEN THE CITY OF BEVERLY
HILLS AND YONG T. LEE D.B.A.. PLANETBRAVO, LLC FOR
TECHNOLOGY FOCUSED SUMMER AND WINTER CAMP THROUGH
THE CITY'S COMMUNITY SERVICES DEPARTMENT; AND,

APPROVAL TO ISSUE A BLANKET PURCHASE ORDER IN THE
AMOUNT OF \$110,000 FOR TECHNOLOGY FOCUSED SUMMER AND
WINTER CAMPS.**

RECOMMENDATION

Staff recommends that the City Council adopt the resolution approving an agreement and approve a blanket purchase order with Yong T. Lee d.b.a. Planetbravo LLC for technology focused summer and winter camp in an amount not-to-exceed \$110,000.

INTRODUCTION

Yong T. Lee d.b.a. Planetbrovo, LLC provides technology focused camp sessions including Multimedia Arts, Digital Video Production, Video game design, Animations, Web Design, Game Programming and Robotics for children ages 7 – 14.

DISCUSSION

These programs have been very successful and continue to grow in popularity with the participants. The agreement is for a period of 1 year with 2 one-year extensions and a not-to-exceed total of \$110,000 per year.

FISCAL IMPACT

This program is self supporting inasmuch as the revenues derived from the program are shared between the vendor (who receives 70%) and the City (receiving 30%).

ITEM B. RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS APPROVING AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BRIT WEST SOCCER, INC. FOR SOCCER CAMP AND CLASS INSTRUCTION SERVICES THROUGH THE CITY'S COMMUNITY SERVICES DEPARTMENT; AND, APPROVAL TO ISSUE A BLANKET PURCHASE ORDER IN THE AMOUNT OF \$65,000 FOR SOCCER CAMP AND CLASS INSTRUCTION SERVICES.

RECOMMENDATION

Staff recommends that the City Council adopt the resolution approving an agreement and approve a blanket purchase order with Brit West Soccer, Inc. for soccer camp and class instruction in an amount not-to-exceed \$65,000.

INTRODUCTION

Brit West Soccer, Inc. provides youth soccer skills camp and class instruction through the Recreation and Parks programs.

DISCUSSION

These programs have been very successful and continue to grow in popularity with the participants. The agreement is for a period of 1 year with 2 one-year extensions and a not-to-exceed total of \$65,000 per year.

FISCAL IMPACT

This program is self supporting inasmuch as the revenues derived from the program are shared between the vendor (who receives 70%) and the City (receiving 30%).

ITEM C. RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS APPROVING AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CHEER 4U ATHLETICS FOR CHEERLEADING PROGRAM THROUGH THE CITY'S COMMUNITY SERVICES DEPARTMENT.

RECOMMENDATION

Staff recommends that the City Council adopt the resolution approving an agreement with Cheer 4U Athletics for cheerleading programs. The total cost for the programs is not-to-exceed \$30,000 per year.

INTRODUCTION

Cheer 4U provides cheerleading instruction which includes basic techniques of cheer, dance, stunts and gymnastics, jumps, kicks and tumbling.

DISCUSSION

These programs have been very successful and continue to grow in popularity with the participants. The agreement is for a period of 1 year with 2 one-year extensions and a not-to-exceed total of \$30,000 per year.

FISCAL IMPACT

This program is self supporting inasmuch as the revenues derived from the program are shared between the vendor (who receives 70%) and the City (receiving 30%).

ITEM D. RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS APPROVING AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND LESLIE GARCIA-GOMEZ D.B.A. JAZZY GYM FOR CHILDREN'S DANCE INSTRUCTION THROUGH THE COMMUNITY SERVICES DEPARTMENT.

RECOMMENDATION

Staff recommends that the City Council adopt the resolution approving an agreement with Leslie Garcia-Gomes d.b.a. Jazzy Gym for children's dance instruction in a not-to-exceed amount of \$17,000 per year.

INTRODUCTION

Jazzy Gym provides tap, ballet and hip-hop dance instruction for children and adults through the Recreation and Parks Department.

DISCUSSION

These programs have been very successful and continue to grow in popularity with the participants. The agreement is for a period of 1 year with 2 one-year extensions and a not-to-exceed total of \$17,000 per year.

FISCAL IMPACT

This program is self supporting inasmuch as the revenues derived from the program are shared between the vendor (who receives 70%) and the City (receiving 30%).

ITEM E. RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS APPROVING AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KRB CONSTRUCTION FOR AS-NEEDED CONSTRUCTION SERVICES.

RECOMMENDATION

Staff recommends that the City Council adopt the resolution approving an agreement with KRB Construction for as-needed construction services in an amount not-to-exceed \$35,000 per year.

INTRODUCTION

KRB Construction will provide as needed construction services relating to the maintenance and repair of the various City facilities.

DISCUSSION

KRB Construction has been providing construction related services for the maintenance and repair of City facilities for several years. Written proposals are obtained from the vendor for other than minor repairs. The agreement is for a period of 1 year with 1 two-year extensions and a not-to-exceed total of \$35,000 per year

FISCAL IMPACT

Funds were budgeted and are available in the Capital Assets Internal Service Fund for this purpose.



Noel Marquis
Finance Approval



Scott G. Miller
Approved By

RESOLUTION NO. 07-R-

RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS APPROVING AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND YONG T. LEE D.B.A. PLANETBRAVO, LLC FOR TECHNOLOGY FOCUSED SUMMER AND WINTER CAMP THROUGH THE CITY'S COMMUNITY SERVICES DEPARTMENT.

The City Council of the City of Beverly Hills does resolve as follows:

Section 1. That certain agreement, identified as contract No. _____, and dated _____, a copy of which is on file in the office of the City Clerk, between the City of Beverly Hills and Yong T. Lee d.b.a. Planetbravo, LLC for Technology Focused Summer Camp Through the City's Recreation and Parks Department is hereby approved.

Section 2. The Mayor is authorized and directed to execute said agreement on behalf of the City and the City Clerk is directed to attest thereto.

Section 3. The City Manager or his designee shall administer the terms of the agreement on behalf of the City.

Section 4. The City Clerk shall furnish a copy of said agreement after it has been approved and fully executed by the City, along with a copy of this resolution, to: Yong T. Lee, 1105 Gayley, Los Angeles, California 90024.

Section 5. The City Clerk shall certify to the adoption of this resolution and shall cause this resolution and his certification to be entered in the Book of Resolutions of the Council of this City.

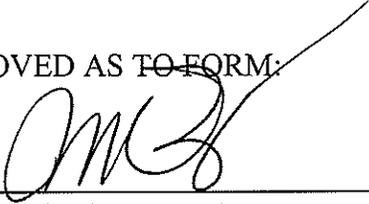
Adopted:

JIMMY DELSHAD
Mayor of the City of Beverly Hills,
California

ATTEST:

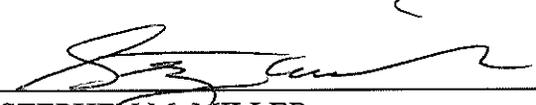
(SEAL)
BYRON POPE
City Clerk

APPROVED AS TO FORM:

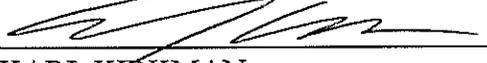


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



STEPHEN M. MILLER
Director of Community Services



KARL KIRKMAN
Risk Manager

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
YONG T. LEE d.b.a. PLANETBRAVO, LLC FOR TECHNOLOGY
FOCUSED SUMMER AND WINTER CAMP THROUGH THE
CITY'S COMMUNITY SERVICES DEPARTMENT

NAME OF VENDOR: Yong T. Lee d.b.a. PlanetBravo, LLC

RESPONSIBLE PRINCIPAL OF VENDOR: Yong T. Lee

VENDOR'S ADDRESS: 1105 Gayley
Los Angeles, California 90024

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

COMMENCEMENT DATE: June 1, 2007

TERMINATION DATE: June 30, 2008, unless extended pursuant to
Section 2

CONSIDERATION: Not to exceed \$110,000 per year, at the rate
of 70% of the registration fees as described
in Section 3

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
YONG T. LEE d.b.a. PLANETBRAVO, LLC FOR TECHNOLOGY
FOCUSED SUMMER AND WINTER CAMP THROUGH THE
CITY'S COMMUNITY SERVICES DEPARTMENT

THIS AGREEMENT is made by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Yong T. Lee d.b.a. PlanetBravo, LLC (hereinafter called "VENDOR").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services.

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

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

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

Section 3. Compensation. CITY shall pay VENDOR at the rate of seventy percent (70%) of an amount to be based on the CITY resident rate multiplied by the number of registrants of the camp provided by VENDOR for CITY under this Agreement. CITY shall make two payments to VENDOR upon receipt of an itemized statement on a form acceptable to CITY for VENDOR's services performed. The first payment shall be made midway through each session and the second payment shall be made at the end of each session. CITY shall pay VENDOR the amount of such billing within thirty (30) days of receipt of same.

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

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

Section 6. VENDOR: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for VENDOR's obligations under this Agreement and shall serve as principal liaison between CITY and VENDOR. Designation of another Responsible Principal by VENDOR shall not be made without the prior written consent of CITY.

Section 7. Personnel.

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

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

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

Section 9. Insurance.

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

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

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

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

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

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

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

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

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

Section 11. Termination.

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

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

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

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

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

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

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

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

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

CITY OF BEVERLY HILLS,
a municipal corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills,
California

ATTEST:

BYRON POPE
City Clerk

VENDOR:

YONG T. LEE d.b.a. PLANETBRAVO,
LLC

YONG T. LEE
President

DANNY PEZZOTTA
Creative Director

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

STEPHEN M. MILLER
Director of Community Services

KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

VENDOR shall provide age-appropriate technology focused summer and winter camp sessions for children ages 7-14, offering classes including, but not limited to, Multimedia Arts, Digital Video Production, Video game design, Animation, Web Design, Game programming and Robotics, through the CITY's Recreation and Parks programs in accordance with a schedule established by the Director of Community Services or his designee. The schedule is subject to change by the Director of Community Services or his designee, who may reschedule or cancel any and all camp sessions at his discretion.



EXHIBIT B
CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

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

RESOLUTION NO. 07-R-

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

The City Council of the City of Beverly Hills does resolve as follows:

Section 1. That certain Agreement dated _____, and identified as Contract No. _____, a copy of which is on file in the office of the City Clerk, between the City of Beverly Hills and Brit West Soccer, Inc. for soccer camp and class instruction services through the City's Community Services Department ("Agreement") is hereby approved.

Section 2. The Mayor is authorized and directed to execute said Agreement on behalf of the City and the City Clerk is directed to attest thereto.

Section 3. The City Manager or his designee shall administer the terms of the Agreement on behalf of the City.

Section 4. The City Clerk shall furnish a copy of said Agreement after it has been approved and fully executed by the City, along with a copy of this resolution, to: Brit West Soccer, Inc., P. O. Box 66-1718, Los Angeles, CA 90066.

Section 5. The City Clerk shall certify to the adoption of this resolution and shall cause this resolution and his certification to be entered in the Book of Resolutions of the Council of this City.

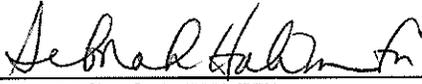
Adopted:

JIMMY DELSHAD
Mayor of the City of Beverly Hills,
California

ATTEST:

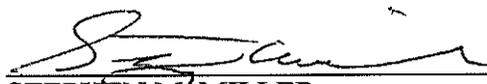
BYRON POPE
City Clerk (SEAL)

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



STEPHEN M. MILLER
Director of Community Services



KARL KIRKMAN
Risk Manager

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

NAME OF CONTRACTOR: Brit West Soccer, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Brian Miller, Chief Executive Officer

CONTRACTOR'S ADDRESS: P. O. Box 66-1718
Los Angeles, CA 90066

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

COMMENCEMENT DATE: July 1, 2007

TERMINATION DATE: September 30, 2008, unless extended
pursuant to Section 2

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

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

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

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Services.

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

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

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

Section 3. Compensation. Upon satisfactory completion of all sports camp and class instruction services to be provided pursuant to Exhibit A of this Agreement, CITY shall pay CONTRACTOR in an amount not to exceed the amount set forth above, at the rate of seventy percent (70%) of the City resident rate multiplied by the number of registrants of the classes provided by CONTRACTOR for CITY under this Agreement. CITY shall make two payments to CONTRACTOR upon receipt of an itemized statement on a form acceptable to CITY for CONTRACTOR's services performed. The first payment shall be made midway through each session and the second payment shall be made at the end of each session. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) days of receipt of same.

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

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

Section 6. CONTRACTOR: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without the prior written consent of CITY.

Section 7. Personnel.

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

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

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

Section 9. Insurance.

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

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

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

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

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

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

(g) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the

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

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

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

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

Section 11. Termination.

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

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

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

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

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

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

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

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

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

CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills,
California

ATTEST:

BYRON POPE
City Clerk

CONTRACTOR:
BRIT WEST SOCCER, INC

BRIAN MILLER
Chief Executive Officer and Secretary

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager

STEPHEN M. MILLER
Director of Community Services

KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

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



EXHIBIT B

CITY OF BEVERLY HILLS
WORKER'S COMPENSATION STATEMENT

FISCAL YEAR 2007-2008
JULY 1, 2007 TO JUNE 30, 2008

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

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

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

CONTRACTOR USE ONLY:

BRIK West Soccer Inc
(COMPANY NAME)

Brian Miller
(SIGNATORY'S PRINTED NAME)

[Signature]
(SIGNATURE)

310 840 4791
(TELEPHONE NUMBER)

7/6/07
(DATE SIGNED)

REVIEWED/APPROVED BY:

[Signature]
Risk Management Division

7/10/07
Date Signed



EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

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

TITLE: _____

AGENCY: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96.

RESOLUTION NO. 07-R-

RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS APPROVING AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CHEER 4U ATHLETICS FOR CHEERLEADING PROGRAM THROUGH THE CITY'S COMMUNITY SERVICES DEPARTMENT

The City Council of the City of Beverly Hills does resolve as follows:

Section 1. That certain agreement, identified as contract No. _____, and dated _____, a copy of which is on file in the office of the City Clerk, between the City of Beverly Hills and Cheer 4U Athletics for cheerleading program through the Community Services Department ("Agreement") is hereby approved.

Section 2. The Mayor is authorized and directed to execute said agreement on behalf of the City and the City Clerk is directed to attest thereto.

Section 3. The City Manager or his designee shall administer the terms of the agreement on behalf of the City.

Section 4. The City Clerk shall furnish a copy of said agreement after it has been approved and fully executed by the City, along with a copy of this resolution, to: Cheer 4U Athletics, 9152 Alden Drive, #2, Beverly Hills, California 90210, Attention: Joana Trocan.

Section 5. The City Clerk shall certify to the adoption of this resolution and shall cause this resolution and his certification to be entered in the Book of Resolutions of the Council of this City.

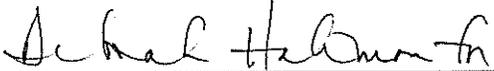
Adopted:

JIMMY DELSHAD
Mayor of the City of Beverly Hills,
California

ATTEST:

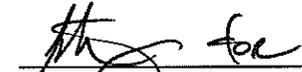
BYRON POPE
City Clerk (SEAL)

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



STEPHEN M. MILLER
Director of Community Services



KARL KIRKMAN
Risk Manager

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
CHEER 4U ATHLETICS FOR CHEERLEADING PROGRAM
THROUGH THE CITY'S COMMUNITY SERVICES
DEPARTMENT

NAME OF CONTRACTOR: Cheer 4U Athletics

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Joana Trocan

CONTRACTOR'S ADDRESS: 9152 Alden Drive, #2
Beverly Hills, California 90210

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

COMMENCEMENT DATE: July 1, 2007

TERMINATION DATE: September 30, 2008 unless extended
pursuant to Section 2 of the
Agreement

CONSIDERATION: Not to exceed \$30,000 per year, as
more particularly described in
Section 3 of the Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
CHEER 4U ATHLETICS FOR CHEERLEADING PROGRAM
THROUGH THE CITY'S COMMUNITY SERVICES
DEPARTMENT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Cheer 4U Athletics (hereinafter called "CONTRACTOR").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Services.

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

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

Section 2. Time of Performance. CONTRACTOR shall perform the services on or by the Termination Date set forth above unless extended in writing by the City Manager or his designee for two additional one-year periods pursuant to the same terms and conditions of the Agreement.

Section 3. Compensation.

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

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

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

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

Section 6. CONTRACTOR: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without the prior written consent of CITY.

Section 7. Personnel.

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

(b) Prior to CONTRACTOR performing services under this Agreement, CONTRACTOR and all CONTRACTOR employees 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. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 9. Insurance.

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

(b) CONTRACTOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation and employers' liability insurance as required by law.

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

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

that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

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

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

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

Section 11. Termination.

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

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid full compensation for all services performed by CONTRACTOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONTRACTOR shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation based on the rate set forth on page 1 of the Agreement (Consideration), provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONTRACTOR for the full performance of the services required by this Agreement.

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

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

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

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

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

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

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

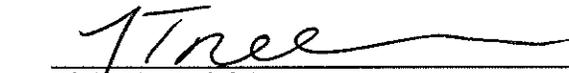
CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills,
California

ATTEST:

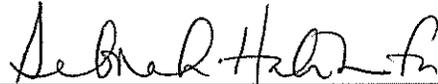
BYRON POPE
City Clerk

CONTRACTOR: CHEER 4U ATHLETICS



JOANA TROCAN
Owner

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

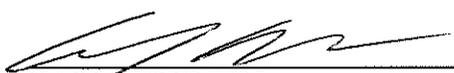
APPROVED AS TO CONTENT:



RODERICK J. WOOD
City Manager



STEPHEN M. MILLER
Director of Community Services



KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

CONTRACTOR shall provide cheerleading instruction services which shall include, without limitation, basic techniques of cheer, dance, stunts and gymnastics, jumps, kicks and tumbling for CITY's Recreation and Parks Department programs at locations and in accordance with a schedule approved by CITY in writing. CITY shall, at its sole discretion, set the rates for the cheer programs.

The schedule is subject to change by CITY, which may reschedule or cancel any and all sessions at its discretion.



EXHIBIT B

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

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

TITLE: _____

AGENCY: _____

ADDRESS: _____

V# 10002112

**NAMED INSURED MEMBER
COMMERCIAL GENERAL LIABILITY DECLARATIONS CERTIFICATE**

Insurance Company Capitol Indemnity Corporation	Policyholder Sports and Recreation Providers Association Purchasing Group 1776 South Naperville Road, Bldg-B Wheaton, IL 60187
Named Insured Member Cheer 4 U Athletics 9152 Alden Drive #2 Beverly Hills, CA 90210	Certificate Policy Period Effective 7/2/07 Expiration 7/2/08 Coverage is effective and expires at 12:01am at the address of the insured member

AR
7/17/07

Insured Operations	
Policy Number	CS00218051
Certificate Number	35003
Limits of Coverage	\$2,000,000.00 General Aggregate Limit \$2,000,000.00 Products - Completed Operations Aggregate Limit \$1,000,000.00 Personal and Advertising Injury \$1,000,000.00 Each Occurrence Limit \$100,000.00 Fire Damage-Any One Fire \$5,000.00 Medical Expense Limit \$0.00 Property Damage Deductible Each Claim
Premium, Taxes and Fees	\$262.50 General Liability Premium \$4.30 Program Administrative Fee \$8.20 State Tax and Stamping Fee \$40.00 Filing Fee \$315.00 Total Amount Due From Member

Hired/Non-Owned Automobile	
Policy Number	Not applicable
Limits of Coverage	Not applicable
Premium, Taxes and Fees	Not applicable

Sexual Abuse/Molestation	
Policy Number	Not applicable
Limits of Coverage	Not applicable Not applicable
Premium, Taxes and Fees	Not applicable

Excess/Umbrella	
Policy Number	Not applicable
Certificate Number	Not applicable
Limits of Coverage	Not applicable
Premium, Taxes and Fees	Not applicable

**NAMED INSURED MEMBER
COMMERCIAL GENERAL LIABILITY DECLARATIONS CERTIFICATE**

Insurance Company Capitol Indemnity Corporation	Policyholder Sports and Recreation Providers Association Purchasing Group 1776 South Naperville Road, Bldg-B Wheaton, IL 60187
Named Insured Member Cheer 4 U Athletics 9152 Alden Drive #2 Beverly Hills, CA 90210	Certificate Policy Period Effective 7/2/07 Expiration 7/2/08 Coverage is effective and expires at 12:01am at the address of the insured member

Location/Description of Operations

Cheerleading

Schedule of Additional Insureds

The below entities are added as additional insured but only in respect to liability arising out of operations of the named insured during the policy term.

1. City of Beverly Hills	2.	3.
4.	5.	6.
7.	8.	9.

This Certificate Issued By:

Francis L. Dean & Associates, Inc.
 1776 South Naperville Road, Bldg-B
 P.O. Box 4200
 Wheaton, IL 60189
 (630) 665-7011

Capitol Indemnity Corporation certifies that the certificate holder named herein is insured under the Sports & Recreation Providers Association Purchasing Group Master Policy. The limits of liability, premium and effective date of coverage applicable to such certificate holder are as specified above. This certificate of insurance is not the contract of insurance. It is merely evidence of Insurance provided under the Master Policy. All claims are paid according to the term of the Master Policy. To review a copy of the Master Policy, please e-mail glpolicy@fdean.com.

Authorized Purchasing Group Representative Francis L. Dean

Platte River Insurance Company
P.O. Box 5900
Madison, WI 53705
(800) 475-4450

**ACCIDENT & HEALTH POLICY
DECLARATIONS**

POLICY NUMBER	POLICY PERIOD	AGENCY CODE
AHD0013334	7/2/07 to 7/2/08	7852
POLICYHOLDER NAME AND MAILING ADDRESS		
Cheer 4 U Athletics 9152 Alden Drive #2 Beverly Hills, CA 90210		
POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	
July 2, 2007	July 2, 2008	
Effective Date and Policy Term: The policy takes effect on the Policy Effective Date. The period of insurance begins and ends at 12:01 A.M. Standard Time at the policyholder's address.		

This policy is issued in the state of California and shall be governed by its laws.

This policy contains the terms under which the Insurance Company agrees to insure certain persons and pay benefits in return for the payment of premium.

**THIS IS AN ACCIDENT - ONLY POLICY.
READ IT CAREFULLY.
BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS UNLESS
SPECIFICALLY ENDORSED.
THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY.
THIS IS A SINGLE TERM POLICY AND IS NOT RENEWABLE.**

Coverage will be terminated by the Insurance Company or the policyholder in accordance with the General Policy Provision called "Policy Termination".

This policy is issued in consideration of the signed application and/or enrollment form and payment of required premium. Platte River Insurance Company and the policyholder have agreed to all the terms of the policy.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Secretary

President



Platte River Insurance Company

P.O. Box 5900
Madison, WI 53705
(800) 475-4450

SCHEDULE OF BENEFITS

POLICY NUMBER	POLICY PERIOD	AGENCY CODE
AHD0013334	7/2/07 to 7/2/08	7852

POLICYHOLDER NAME
Cheer 4 U Athletics

POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
July 2, 2007	July 2, 2008

Effective Date and Policy Term: The policy takes effect on the Policy Effective Date. The period of insurance begins and ends at 12:01 A.M. Standard Time at the policyholder's address.

BENEFIT PERIOD
52 Weeks

ELIGIBILITY
An Eligible Person means: <u>All Players, Coaches, Managers and Volunteers of the Policyholder's Cheerleading Teams</u>

This Schedule provides a brief outline of the coverage and benefits provided by the policy. Full details are found in the appropriate policy provision. **Please read the policy carefully.**

DESCRIPTION OF COVERAGES
<input checked="" type="checkbox"/> Sports Only Coverage
<input checked="" type="checkbox"/> Policyholder Functions

DESCRIPTION OF BENEFITS	
Accidental Death, Dismemberment, or Loss of Sight Principal Sum	<u>\$10,000.00</u>
Accident Medical Expense Benefit	
Plan Type	
<input type="checkbox"/> Primary	
<input checked="" type="checkbox"/> Full Excess	
Maximum Benefit Amount Per Covered Person	<u>\$25,000.00</u>
Benefit Amount	<u>100% of Usual & Customary Charge</u>
Deductible Amount Per Covered Person Per Injury	<u>\$250.00</u>

RATE TABLE

Rates are determined by us based on our expectations as to future experience. We may make any adjustments in the rates after the first policy term with 31 days written notice. Notice of any change in rates will be sent to the policyholder at least 31 days prior to the date the new rates take effect.

TOTAL PREMIUM \$ 286.20

Minimum Premium is \$ 150.00 Minimum premium is fully earned upon inception.

RESOLUTION NO. 07-R-

RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS APPROVING AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND LESLIE GARCIA-GOMEZ D.B.A. JAZZY GYM FOR CHILDREN'S DANCE INSTRUCTION THROUGH THE COMMUNITY SERVICES DEPARTMENT

The City Council of the City of Beverly Hills does resolve as follows:

Section 1. That certain agreement, identified as contract No. _____, and dated _____, a copy of which is on file in the office of the City Clerk, between the City of Beverly Hills and Leslie Garcia-Gomez d.b.a. Jazzy Gym for children's dance instruction through the Community Services Department ("Agreement") is hereby approved.

Section 2. The Mayor is authorized and directed to execute said agreement on behalf of the City and the City Clerk is directed to attest thereto.

Section 3. The City Manager or his designee shall administer the terms of the agreement on behalf of the City.

Section 4. The City Clerk shall furnish a copy of said agreement after it has been approved and fully executed by the City, along with a copy of this resolution, to: Leslie Garcia-Gomez, 3130 W. 134th Street, Hawthorne, California 90250.

Section 5. The City Clerk shall certify to the adoption of this resolution and shall cause this resolution and his certification to be entered in the Book of Resolutions of the Council of this City.

Adopted:

JIMMY DELSHAD
Mayor of the City of Beverly Hills,
California

ATTEST:

BYRON POPE (SEAL)
City Clerk

APPROVED AS TO FORM:

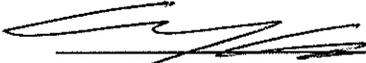


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



STEPHEN M. MILLER
Director of Community Services



KARL KIRKMAN
Risk Manager

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND LESLIE GARCIA-GOMEZ D.B.A. JAZZY GYM FOR
CHILDREN'S DANCE INSTRUCTION THROUGH THE
COMMUNITY SERVICES DEPARTMENT

NAME OF CONTRACTOR: Leslie Garcia-Gomez d.b.a. Jazzy Gym

RESPONSIBLE PRINCIPAL
OF CONTRACTOR: Leslie Garcia-Gomez

CONTRACTOR'S ADDRESS: 3130 W. 134th Street
Hawthorne, California 90250

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Deputy Director of Recreation
and Parks

COMMENCEMENT DATE: July 1, 2007

TERMINATION DATE: June 30, 2008, unless extended pursuant to
Section 2

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

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND LESLIE GARCIA-GOMEZ D.B.A. JAZZY GYM FOR
CHILDREN'S DANCE INSTRUCTION THROUGH THE
COMMUNITY SERVICES DEPARTMENT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and Leslie Garcia-Gomez d.b.a. Jazzy Gym (hereinafter called "Contractor").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. Contractor's Services.

a. Contractor shall perform the services as described in Exhibit A, attached hereto and incorporated herein, to the full satisfaction of City.

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

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

Section 3. Compensation. City shall pay Contractor at the rate of seventy percent (70%) of the total amount collected from the registrants of the various dance classes, including without limitation, tap, ballet and hip-hop, provided by Contractor for City. City shall make two payments to Contractor upon receipt of an itemized statement on a form acceptable to City for Contractor's services performed. The first payment shall be made midway through each session and the second payment shall be made at the end of each session. City shall pay Contractor the amount of such billing within thirty (30) days of receipt of same.

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

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

Section 6. Contractor: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for Contractor's obligations under this Agreement and shall

serve as principal liaison between City and Contractor. Designation of another Responsible Principal by Contractor shall not be made without the prior written consent of City.

Section 7. Personnel.

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

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

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

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

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

Section 11. Termination.

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

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

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

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

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

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

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

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

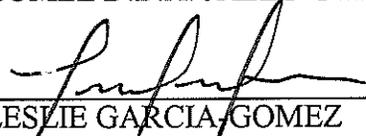
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the _____ day of _____, 200__, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills,
California

ATTEST:

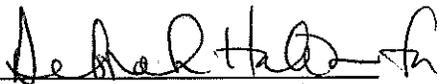
BYRON POPE
City Clerk

CONTRACTOR: LESLIE GARCIA-
GOMEZ D.B.A. JAZZY GYM


LESLIE GARCIA-GOMEZ

[Signatures continue]

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:


RODERICK J. WOOD
City Manager


STEPHEN MILLER
Director of Community Services


KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

Contractor shall provide tap, ballet and hip-hop dance class instruction for children and adults through City's Recreation and Parks Department programs at locations and in accordance with 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 discretion.

If the Agreement is extended pursuant to Section 2 of this Agreement, the Director of Community Services or his designee may establish the location and schedule in writing for all



EXHIBIT B

CITY OF BEVERLY HILLS
WORKER'S COMPENSATION STATEMENT

FISCAL YEAR 2007-2008
JULY 1, 2007 TO JUNE 30, 2008

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

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

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

CONTRACTOR USE ONLY:

Jazz Gym
(COMPANY NAME)

Leslie Garcia-Gomez
(SIGNATORY'S PRINTED NAME)

[Signature]
(SIGNATURE)

310 219.1244
(TELEPHONE NUMBER)

(DATE SIGNED)

REVIEWED/APPROVED BY:

[Signature]
Risk Management Division

7/19/07
Date Signed

RESOLUTION NO. 07-R-

RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS APPROVING AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KRB CONSTRUCTION FOR AS-NEEDED CONSTRUCTION SERVICES

The City Council of the City of Beverly Hills does resolve as follows:

Section 1. That certain agreement, dated _____, and identified as Contract No. _____, a copy of which is on file in the office of the City Clerk, between the City of Beverly Hills and KRB Construction for as-need construction services ("Agreement") is hereby approved.

Section 2. The Mayor is authorized and directed to execute said Agreement on behalf of the City and the City Clerk is directed to attest thereto.

Section 3. The City Manager or his designee shall administer the terms of the Agreement on behalf of the City.

Section 4. The City Clerk shall furnish a copy of said Agreement after it has been approved and fully executed by the City, along with a copy of this resolution, to: KRB Construction, 2774 Sawtelle Boulevard, Los Angeles, California 90064, Attention: Karl Brook, Owner.

Section 5. The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and his certification to be entered in the Book of Resolutions of the Council of this City.

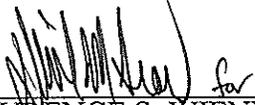
Adopted:

JIMMY DELSHAD
Mayor of the City of Beverly Hills,
California

ATTEST:

BYRON POPE (SEAL)
City Clerk

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



DAVID D. GUSTAVSON
Director of Public Works and Transportation



KARL KIRKMAN
Risk Manager

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
KRB CONSTRUCTION FOR AS-NEEDED CONSTRUCTION
SERVICES

NAME OF VENDOR: KRB CONSTRUCTION

RESPONSIBLE PRINCIPAL OF VENDOR: Karl Brook, Owner

VENDOR'S ADDRESS: 2774 Sawtelle Boulevard
Los Angeles, CA 90064

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Terry Wagner, Facilities
Maintenance Manager

COMMENCEMENT DATE: July 1, 2007

TERMINATION DATE: June 30, 2008, unless extended pursuant to
Section 2

CONSIDERATION: Not to exceed \$35,000 per year

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
KRB CONSTRUCTION FOR AS-NEEDED CONSTRUCTION
SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and KRB Construction (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. VENDOR shall perform the services as described in Exhibit A to the full satisfaction of CITY.

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

Section 3. Compensation. CITY agrees to compensate VENDOR, and VENDOR agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed the Consideration set forth above in accordance with the procedure set forth in Exhibit A, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of VENDOR's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay VENDOR said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

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

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

Section 6. **VENDOR: Responsible Principal.** The Responsible Principal set forth above shall be principally responsible for VENDOR's obligations under this Agreement and shall serve as principal liaison between CITY and VENDOR. Designation of another Responsible Principal by VENDOR shall not be made without the prior written consent of CITY.

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

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

Section 9. **Insurance.**

(a) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence and in the aggregate, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by VENDOR.

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

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

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

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

(f) At all times during the term of this Agreement, VENDOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C,

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

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

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

Section 10. Indemnification. VENDOR agrees to indemnify, hold harmless and defend CITY, 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. Prevailing Wages VENDOR shall pay all workers employed on the projects performed under this Agreement the general prevailing rate of wages in accordance with the California Labor Code.

Section 13. Notice. Any notice required to be given to VENDOR shall be deemed duly and properly given upon delivery, if sent to VENDOR postage prepaid to the VENDOR's address set forth above or personally delivered to VENDOR at such address or other address specified to CITY in writing by VENDOR.

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

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

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

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

CITY OF BEVERLY HILLS
A Municipal Corporation

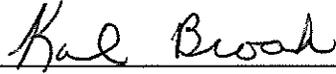
JIMMY DELSHAD
Mayor of the City of Beverly Hills,
California

ATTEST:

BYRON POPE
City Clerk

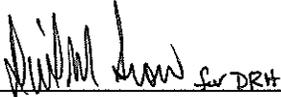
[Signatures Continue]

VENDOR:
KRB CONSTRUCTION



KARL BROOK
Owner

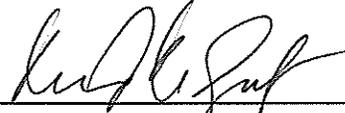
APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager



DAVID D. GUSTAVSON
Director of Public Works and Transportation



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

VENDOR shall perform construction services relating to the maintenance and repair of the various CITY facilities as needed. Upon CITY's request, VENDOR shall submit to CITY a written proposal which shall contain the proposed scope of work, performance schedule and price for such work. CITY shall issue a written notice to proceed which contains the commencement and termination dates for each project upon acceptance of VENDOR's proposal.

EXHIBIT B

Schedule of Payment

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



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

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

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

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

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

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

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

DATE: _____

BY: _____

Authorized Insurance Representative

TITLE: _____

AGENCY: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96.