



AGENDA REPORT

Meeting Date: November 13, 2007
Item Number: F-14
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. Agreements (2)

**ITEM A. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY
HILLS AND TRAK ENGINEERING, INC. TO PROVIDE AND INSTALL
FOUR SENTRY GOLD FUEL MANAGEMENT SYSTEMS; AND,**

**APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF
\$65,000 TO TRAK ENGINEERING, INC. FOR THE ACQUISITION AND
INSTALLATION OF FOUR CENTRAL FUELING STATIONS.**

RECOMMENDATION

Staff recommends the City Council approve the agreement and purchase order in the amount of \$65,000 with Trak Engineering, Inc. for the acquisition and installation of four Century Gold fueling stations.

INTRODUCTION

The City has several fueling stations with self service dispensers with automated fuel management systems and root tank monitoring systems. These systems have reached the end of their service lives and require replacement.

DISCUSSION

After comprehensive review of the available systems and review of information provided by the Municipal Equipment Maintenance Association staff has determined that the Trak Engineering, Inc. Century Gold Fuel Management System was the best system and provided the greatest overall compatibility with the City's other system components. Under the provisions of the City's purchasing codes staff requests City Council approval to purchase this system under the joint purchase provision of Merced County's Bid #6180. The total costs of this system including all equipment, installation, taxes and a contingency will not exceed \$65,000.

FISCAL IMPACT

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

ITEM B. APROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND JENNIFER GORDON FOR CHILDREN'S "A TASTE OF BROADWAY" MUSICAL THEATER INSTRUCTION THROUGH THE CITY'S COMMUNITY SERVICES DEPARTMENT.

RECOMMENDATION

Staff recommends that the City Council approve an agreement with Jennifer Gordon for Children's "A Taste of Broadway" musical theater instruction. The total cost for the programs is not-to-exceed \$31,000 per year.

INTRODUCTION

Jennifer Gordon will provide musical theater instructions for youths through the City's Community Services 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 \$31,000 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%).



Noel Marquis
Finance Approval



Scott G. Miller
Approved By

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND TRAK ENGINEERING, INC. TO PROVIDE AND
INSTALL FOUR SENTRY GOLD FUEL MANAGEMENT
SYSTEMS

NAME OF VENDOR: TRAK Engineering, Inc.

RESPONSIBLE PRINCIPAL OF VENDOR: Katherine Blyth

VENDOR'S ADDRESS: 2901 Crescent Drive
Tallahassee, FL 32301

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Rene Biadoma
Fleet Services Manager

COMMENCEMENT DATE: December 1, 2007

TERMINATION DATE: November 30, 2008

CONSIDERATION: Not to exceed \$65,000

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND TRAK ENGINEERING, INC. TO PROVIDE AND
INSTALL FOUR SENTRY GOLD FUEL MANAGEMENT
SYSTEMS

THIS AGREEMENT is made between the City of Beverly Hills (hereinafter called "CITY"), and TRAK Engineering, Inc. (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 and warrants 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, attached hereto and incorporated herein, to the full satisfaction of CITY.

Section 2. Term. VENDOR shall perform the services on or by the Termination Date set forth above.

Section 3. Compensation. CITY agrees to compensate VENDOR, and VENDOR agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and based on the rate schedule set forth in Exhibit B-1, 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. Disposal. VENDOR is responsible for performing the services described in the Scope of Services, attached hereto Exhibit A and incorporated herein by reference. VENDOR shall comply with all applicable federal, state and local regulations and guidelines in its completion of the work described in the Scope of Services, including any necessary disposal and transportation. VENDOR accepts the responsibility for: (a) selecting the disposal facility; (b) selecting the transportation facility, including mode and method of transportation, and all routes to be taken to the disposal facility; and (c) developing procedures for disposal both at the CITY

and at the disposal facility. Disposal must occur at an authorized site in accordance with the regulatory requirements of the United States Environmental Protection Agency, other applicable federal agencies, and applicable state and local guidelines and regulations. When shipping or transporting waste materials to the disposal site, applicable United States Department of Transportation and United States Environmental Protection Agency regulations shall be complied with, along with any and all applicable state and local guidelines and regulations.

Section 6. Licenses, Fees and Permits. VENDOR shall be solely responsible for paying for and securing all permits, licenses, notifications, and any other documentation or clearances required for it to complete the Scope of Services described in Exhibit A.

Section 7. 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 8. Personnel. VENDOR represents that it has, or shall secure at its own expense, all personnel required to perform VENDOR's services under this Agreement, and that its personnel are properly licensed and qualified to perform such services. VENDOR may associate with or employ associates or subconsultants in the performance of its services under this Agreement upon prior written approval of CITY, but at all times shall be responsible for their services.

Section 9. 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 10. 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 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 shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy of Environmental Liability Coverage/Environmental Impairment Liability Coverage insurance with minimum limits of One Million Dollars (\$1,000,000). Such insurance coverage may be provided under either a separate policy or by endorsing the Commercial General Liability and the Commercial Vehicle Liability policies (and including Umbrella Liability policies, if any).

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

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

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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 11. Indemnification. VENDOR agrees to forever 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.

Without limiting the generality of any of the foregoing, the indemnification contained herein also specifically covers all costs which may be incurred by CITY, including investigation and remedial work or expenses required by any federal, state or local Environmental law or regulation, or otherwise necessary to respond to any claims, as well as all attorneys' fees and consultants' and expert witnesses' fees incurred by the CITY in responding to any such Claims.

CITY shall have no equitable or common law contribution or indemnity obligations to VENDOR, and specifically, but without limitation, CITY shall have no obligations to VENDOR with respect to any claims, environmental liabilities and obligations, any assumed liabilities, or any claims made by VENDOR.

Section 12. Warranties.

(a) No Reliance. VENDOR represents, warrants and acknowledges that it is not relying on CITY in any respect to disclose any facts or information regarding any CITY facilities. CITY makes no warranties or representations whatsoever regarding the condition of such facilities.

(b) Investigation. VENDOR acknowledges that it is entering into this Agreement solely in reliance on its own investigation and assessment. VENDOR further acknowledges that it has had sufficient time to conduct whatever investigation it has desired to make with respect to the Scope of Services and qualifications required therefor.

(c) Authority. VENDOR warrants that the undersigned representative has the ability and authority to sign this Agreement and therefore bind VENDOR to all of the terms contained herein.

Section 13. 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 based on the rates set forth in Exhibit B-1; 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 14. 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 15. 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 16. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, of the parties hereto with respect to the same.

Section 17. Amendments. This Agreement may not be changed, amended, modified, terminated, augmented, rescinded or discharged (other than by performance), in whole or in part, except by a writing executed by the parties hereto, and no waiver of any of the provisions or conditions of this Agreement or any of the rights of a party hereto shall be effective or binding unless such waiver shall be in writing and signed by the party claimed to have given or consented thereto.

Section 18. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the County of Los Angeles and the State of California.

Section 19. Waiver. Except to the extent that a party hereto may have otherwise disagreed in writing, no waiver by that party of any condition of this Agreement or breach by the other party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other party, nor shall any forbearance by the first party to seek a remedy for any noncompliance or breach by the other party be deemed to be a waiver by the first party of its rights and remedies with respect to such noncompliance or breach. The failure of either party hereto at any time to require performance by the other party of any provision hereof shall in no way affect the right of such party thereafter to enforce the same, nor shall the waiver by either party hereto of any breach of any provision hereof by the other party be taken or held to be a waiver by such party of any succeeding breach of such provision, or as a waiver of the provision itself.

Section 20. Severability. In the event any covenant, condition, or provision contained herein is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or condition contained herein.

EXECUTED the _____ day of _____, 200__.

CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

VENDOR: TRAK ENGINEERING, INC.



JOHN BLYTH
President & Secretary

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



DAVID D. GUSTAVSON
Director of Public Works & Transportation





KARL KIRKMAN Risk Manager

EXHIBIT A

SCOPE OF SERVICES

VENDOR shall provide all labor, equipment and supplies to provide and install four Sentry Gold Fuel Management Systems, as more particularly described in Exhibit B-1.

VENDOR shall provide these services at the following City locations:

1. Central Fueling Facility
2. Fire Station #1
3. Fire Station #2
4. Fire Station #3

EXHIBIT B-1
RATE SCHEDULE



ENGINEERING, INC. Computerized Fuel Management Systems Since 1981



Corporate Sales: 2901 Crescent Drive ♦ Tallahassee, FL 32301 ♦ PH (850) 8784585 ♦ FAX (850) 6568265

February 13, 2007 Revised June 15, 2007
Revised August 23, 2007

This quotation has been revised to correct pricing inconsistencies. The

City of Beverly Hills prices that have been revised are Attn: Rene C. Biadoma and Craig Crowder noted with an "m" 345 North Foothill Rd. Beverly Hills, CA 90210

Dear Mr. Biadoma and Mr. Crowder:

Trak Engineering, Inc. is pleased to provide the following budgetary quotation for an Automated Fuel Management System. Our system is state of the art you will easily be able to track and account for all your fueling information. This includes accurate vehicles' mileage, reporting in many different formats, and the ability to electronically interface the data to other software programs.

This budgetary quote has been revised to correspond to the Merced County Bid.

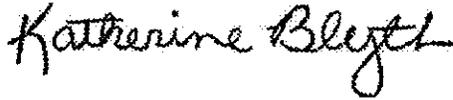
The quote includes the **SentryGOLD** Fuel Management System for the following sites:

- **The Main Site**
- **Fire Station #1**
- **Fire Station #2 - option**
- **Fire Station #3 - option**

Please give me a call at 850-878-4585 ext. 325 or Bud Daley, our Western Regional Sales Manager at 850-445-1831 should you have any additional questions.

Thank you for allowing us the opportunity to provide you with this quote!

Sincerely,



Katherine Blyth Marketing & Sales

RevisedTrakQuote61407 Visit our WEBSITE @<http://www.trakeng.com> Page:1



Main Quote – due to the conduit and wiring of the existing fuel management system, the new fuel management system will need two fuel island terminals (Sentry GOLD terminals) at the Main fuel site. If only one Sentry GOLD terminal is desired, we will need to run new conduit and pull wire into new conduit. This will add an additional charge that is greater than the cost of a second Sentry GOLD terminal.

Sentry GOLD Fuel Management System – fuel island terminal	2	\$5,695.00	\$11,390.00
Sentry Installation	2	\$1,200.00	\$2,400.00
Hose Controls (Includes: Pump Control Module & Pulser Power Unit)	8	\$450.00	\$3,600.00
Hose Control Installation	8	\$300.00	\$2,400.00
Win CC Central Controller – Fuel Management Software	1	\$995.00	\$995.00
Data Converter / Key Encoder	1	\$575.00	\$575.00
IP Serial Device for network connectivity and communication	1	\$600.00	\$600.00
Tank Monitor Interface – Fuel monitor must be equipped with RS232 interface capability.	1	\$500.00	\$500.00
Sentry GOLD Spare Parts Kit (includes: Compact, Key Reader, Pump Interface Card, Pulser Interface Card, and Communication Interface Card)	1	\$2,659.00	\$2,659.00
*Sub Total			\$25,119.00
Key Vehicle Access			
Item	Qty	Price	Total
*Memory Chip key for Vehicle Access is needed for each vehicle –not added in the total	400	\$3.50	\$1,400.00
*Sub Total			\$1,400.00
Fire Station #1 Quote			
Item	Qty	Price	Total

Sentry GOLD Fuel Management System – fuel island terminal	1	\$5,695.00	\$5,695.00
Sentry Installation	1	\$1,200.00	\$1,200.00
Hose Controls (Includes: Pump Control Module & Pulser Power Unit)	3	\$450.00	\$1,350.00
Hose Installation	3	\$300.00	\$900.00
IP Serial Device for network connectivity and communication	1	\$600.00	\$600.00
Tank Monitor Interface – Fuel monitor must be equipped with RS232 interface capability.	1	\$500.00	\$500.00
Sub Total			\$10,245.00
*TOTAL COST for Main Site and Fire station #1 Combined			\$36,764.00

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Fire Station #2 Quote			
Item	Qty	Price	Total
Sentry GOLD Fuel Management System - fuel island terminal	1	\$5,695.00	\$5,695.00
Sentry Installation	1	\$1,200.00	\$1,200.00
Hose Controls (Includes: Pump Control Module & Pulser Power Unit)	1	\$450.00	\$450.00
Hose Control Installation	1	\$300.00	\$300.00
IP Serial Device for network connectivity and communication	1	\$600.00	\$600.00
Tank Monitor Interface – Fuel monitor must be equipped with RS232 interface capability.	1	\$500.00	\$500.00
Total			\$8,745.00

Fire Station #3 Quote			
Sentry GOLD Fuel Management System fuel island terminal	1	\$5,995.00	\$5,995.00
Sentry Installation	1	\$1,200.00	\$1,200.00
Hose Controls (Includes: Pump Control Module & Pulser Power Unit)	1	\$450.00	\$450.00
Hose Installation	1	\$300.00	\$300.00
IP Serial Device for network connectivity and communication	1	\$600.00	\$600.00
Tank Monitor Interface – Fuel monitor must be equipped with RS232 interface capability.	1	\$500.00	\$500.00
Total			\$9,045.00

**Total price of the memory keys for vehicle access is dependent on the number of*

vehicles / keys that are required.

Terms and Conditions:

- 1 Quote Valid for 180 days.
- 2 The above cost breakdowns include setup, training and a one year warranty on all parts and labor provided by Trak Engineering, Inc., technicians. Trak offers extended warranties after the one year warranty expires.
- 3 Sales tax or permit fee, if applicable is not included.
- 4 Dispensers must be equipped with 10:1 dry reeds witch pulsers. In addition a 110-volt AC power source is required.
- 5 At remote locations a network drop is required at the fuel island or within 200 feet of the fuel island
- 6 Tank Monitor Interface requires the Veeder-Root TLS to have an RS232 interface card.
- 7 Terms: Net 30
- 8 Current Lead Time: 6-8 Weeks After Receipt of Order

EXHIBIT B-2

Schedule of Payment

VENDOR 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 rendered on a form approved by CITY. CITY shall pay VENDOR the amount of such billing within thirty (30) days of receipt of same.



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

AGENCY: _____

TITLE: _____
 ADDRESS: _____

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
JENNIFER GORDON FOR CHILDREN'S "A TASTE OF
BROADWAY" MUSICAL THEATER INSTRUCTION THROUGH
THE CITY'S COMMUNITY SERVICES DEPARTMENT

NAME OF VENDOR: Jennifer Gordon

RESPONSIBLE PRINCIPAL OF VENDOR: Jennifer Gordon

VENDOR'S ADDRESS: 5115 Kester Avenue, #10
Sherman Oaks, California 91403

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: July 1, 2007

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

CONSIDERATION: Not to exceed \$31,000 per year at the rate of
70% of the registration fees as described in
Section 3

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
JENNIFER GORDON FOR CHILDREN'S "A TASTE OF
BROADWAY" MUSICAL THEATER INSTRUCTION
THROUGH THE CITY'S COMMUNITY SERVICES
DEPARTMENT

THIS AGREEMENT is made as of the Commencement Date set forth above, by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Jennifer Gordon, and individual (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, attached hereto and incorporated herein, to the full satisfaction of CITY.

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

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

Section 3. Compensation.

(a) 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 classes 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.

(b) 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.

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. Responsible Principals.

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

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

Section 7. Personnel.

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

(b) Prior to VENDOR performing the 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. Affidavit. VENDOR 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. 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. 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:

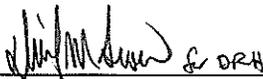
(SEAL)
BYRON POPE
City Clerk

VENDOR:

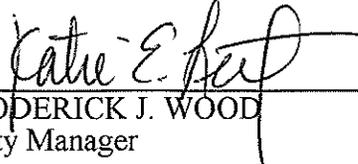

JENNIFER GORDON

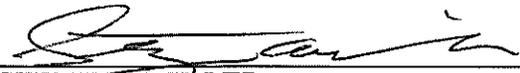
[Signatures continue]

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:


for RODERICK J. WOOD
City Manager


STEPHEN MILLER
Director of Community Services

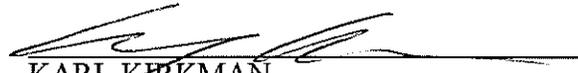

KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

VENDOR shall provide "A Taste of Broadway" musical theater class instruction to children in grades 3-8 for the CITY's Community Services Department - Recreation and Parks programs at locations and in accordance with a schedule approved by CITY in writing.

This schedule is subject to change by the City Manager or his designee, who may reschedule or cancel any and all classes at his discretion.

If this Agreement is extended by the City Manager or his designee, pursuant to Section 2 of the Agreement, the City Manager or his designee may establish the class schedule in writing for all future sessions.



EXHIBIT B
CITY OF BEVERLY HILLS
WORKER'S COMPENSATION STATEMENT

COMMUNITY SERVICES DEPARTMENT

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

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

I, JENNIFER GORDON, 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:

 (COMPANY NAME)

Jennifer Gordon

 (SIGNATORY'S PRINTED NAME)

Jennifer Gordon

 (SIGNATURE)

818-995-2488

 (TELEPHONE NUMBER)

10/19/07

 (DATE SIGNED)

REVIEWED/APPROVED BY:

[Signature]
 Risk Management Division

06/21/07
 Date Signed