

Council Meeting of  
February 10, 2009

Honorable Mayor and Members  
of the City Council  
City Hall  
Torrance, California

Members of the Council:

**SUBJECT: Community Services – Approve amendment to agreement for youth and adult dance and exercise classes and bi-annual Kids Showcase performances**

**Expenditure: \$63,833.00**

### **RECOMMENDATION**

Recommendation of the Community Services Director that City Council approve an amendment to contract C2007-072 (\$192,710) with the Regina Klenjoski Dance Company (RKDC), increasing the contract by \$63,833.00 for a new not-to-exceed amount of \$256,543.00

### **FUNDING**

Funding is available in the Parks and Recreation Enterprise Fund.

### **BACKGROUND**

The Cultural Services Division of the Community Services Department offers dance and exercise classes to both youth and adults in our community. Over the last 9 years, many of these classes have been provided to the City by the Regina Klenjoski Dance Company (RKDC). RKDC provides high quality professional instruction to participants and has built an impressive client base throughout the Torrance community. In addition, RKDC stages a three night *Kids Showcase* performance in the Armstrong Theatre twice a year, which consistently sells out.

### **ANALYSIS**

The current two year contract with RKDC expires on June 30, 2009. Over the 1 ½ years of this 2 year contract, RKDC classes and ticket sales for the Kids Showcase have far exceeded expectation prompting an increase in the number of classes to satisfy public demand. This amendment does not change the term of the contract, as it pertains only to the value of the contract. All additional expenses will be fully recovered through class fees and ticket sales.

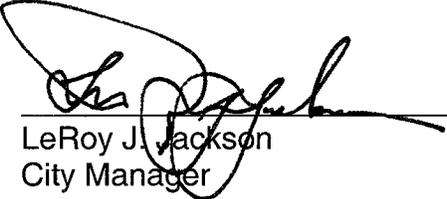
The Community Services Department is currently undergoing a review of revenue sharing contracts with all of its vendors to determine if our share of the contract should be adjusted. Staff will explore this option when we enter into new contract negotiations with RKDC in the next few months.

Respectfully submitted,  
JOHN JONES  
Community Services Director

By:   
Eve Rappoport  
Cultural Services Manager

CONCUR:

  
John Jones  
Community Services Director

  
LeRoy J. Jackson  
City Manager

Attachments: A) Amendment to contract C2007-072  
B) Contract Agreement C2007-072  
C) RKDC Program Budget

AMENDMENT TO AGREEMENT  
C2007-072

This Amendment to Agreement is made and entered into as of \_\_\_\_\_, 2009 by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Regina Klenjoski Dance Company, a Not For Profit Corporation ("CONTRACTOR")

RECITALS:

- A. CITY and CONTRACTOR entered into an Agreement on June 1, 2007 whereby CONTRACTOR agreed to instruct dance classes, train student dancers, present a professional dance concert and organize and promote two Show Case performances per year.
- B. The City is satisfied with the level of service provided by CONTRACTOR.
- C. Both parties wish to amend the contract to increase the compensation from \$192,710.00 to \$256,543.00.

AGREEMENT

- 1. Paragraph 3.A. entitled "CONTRACTOR's Fee is amended to read in its entirety as follows:

"A. CONTRACTOR's Fee

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B-1 provided, however that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$256,543.00 ("Agreement Sum"), unless otherwise first approved in writing by CITY."

- 2. The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

- 3. In all other respects, the Agreement dated June 1, 2007 between CITY and CONTRACTOR is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE  
A Municipal Corporation

Regina Klenjoski Dance Company  
a Not for Profit Corporation

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_  
Regina Klenjoski  
Director

ATTEST:

\_\_\_\_\_  
Sue Herbers  
City Clerk

APPROVED AS TO FORM:  
JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_

Attachment: Exhibit B-1 Compensation Schedule

**EXHIBIT B-1****COMPENSATION SCHEDULE**

Charges to participants of the various dance classes to be provided by the Contractor, pursuant to the Scope of Services, are as follows:

**Compensation for Classes**

Contractor's compensation for teaching classes is based on the number of participants enrolled in each ten-week session. Contractor will be paid 70% of the total amount received by the City for each session after registration fees are deducted. The registration fee is \$4.00 per class. The Contractor will be paid after the fifth week of classes, upon receipt of an accurate and verified invoice.

**Compensation of Performances**

Contractor's compensation for the performance by Regina Klenjoski and Dancers is based on the net of ticket sales revenues over expenditures. The City will provide only the James Armstrong Theatre or the George Nakano Theatre if they are available for the production and related rehearsals. Contractor is responsible for all other expenses related to use of the Theatre including costs for all labor (stage, front-of-house, ticket office, technical and any other personnel), refreshments, equipment rental, piano tuning and any and all other expenditures.

- Ticket sales revenue will be used to cover the Contractor's Theatre-related expenditures.
- If the sum of ticket sales revenue is less than Contractor's expenditures, Contractor will pay the balance to the City, upon receipt of invoice and by 60 days of the final performance.
- If the sum of ticket sales revenue is more than the amount necessary to cover the costs incurred by the Contractor, City will pay the Contractor the positive balance of ticket sales revenue by 60 days after the final performance.

Through this method, the City is protected against any financial loss resulting from low attendance or cost over-runs. Also, since Regina Klenjoski and Dancers retain ticket revenue after all theatre expenses have been paid, this is an incentive to build a dance audience and learning infrastructure in Torrance.

**Compensation of RKDC Class Performance Showcases**

Contractor's compensation for the performance by Regina Klenjoski and Dancers is based on the net of ticket sales revenues over expenditures. The City will provide only the James Armstrong Theatre for the production and related rehearsals. Contractor is responsible for all other expenses related to use of the Theatre including costs for all labor (stage, front-of-house, ticket office, technical and any other personnel), refreshments, equipment rental, piano tuning and any and all other expenditures.

- Ticket sales revenue will be used to cover the Contractor's Theatre-related expenditures.

- If the sum of ticket sales revenue is less than Contractor's expenditures, Contractor will pay the balance to the City by 60 days of the final performance.
- If the sum of ticket sales revenue is more than the amount necessary to cover the costs incurred by the Contractor, City will pay the Contractor 70% of the positive balance of ticket sales revenue upon receipt of an accurate invoice and by 60 days after the final performance. The City will retain the remaining 30% revenue.

Through this method, the City is protected against any financial loss resulting from low attendance or cost over-runs. Also, since Regina Klenjoski and Dancers retain 70% ticket revenue after all theatre expenses have been paid, this is an incentive to build a dance audience and learning infrastructure in Torrance.

### CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of June 1, 2007 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Regina Klenjoski Dance Company, a non profit organization ("CONTRACTOR").

#### RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to instruct dance classes, train student dancers, present professional dance concerts and organize and promote four Showcase performances per year.
- B. CONTRACTOR represents that it is qualified to perform those services.

#### AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**  
CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.
2. **TERM**  
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through June 30, 2009.
3. **COMPENSATION**
  - A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$192,710.00 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

C2007-072

**COPY**

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
  - a. cease operations as directed by CITY in the notice;
  - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
  - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys

due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

Darin McClelland is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. **CONTRACTOR REPRESENTATIVE(S)**

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Regina Klenjoski

9. **INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may 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.

10. **BUSINESS LICENSE**

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. **CARE OF WORK**

CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. **CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. **INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be

caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

**17. INSURANCE**

A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
  - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$500,000 per occurrence; and
  - b. Primary Property Damage of at least \$250,000 per occurrence; or
  - c. Combined single limits of \$1,000,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.

- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

**18. SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

**19. CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any

program requirement, contract or subcontract, or to any solicitation or proposal.

20. **NOTICE**

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR Regina Klenjoski Dance Company  
PO Box 7732  
Long Beach, CA 90807

Fax: 310 292-7024

CITY: City Clerk  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90509-2970  
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. **PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONTRACTOR without the prior written consent of the other.

22. **INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. **INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. **SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. **TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement.

26. **GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. **WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. **ATTORNEY'S FEES**

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. **YOUTH SENSITIVE SAFETY CLAUSE**

CONTRACTOR, along with any employees or agents that provide any services enumerated in this Agreement, is required to be fingerprinted at the Torrance Police Department before commencing any service.

31. **EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

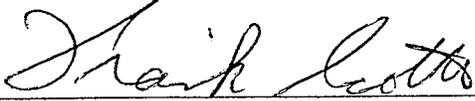
32. **CONTRACTOR'S AUTHORITY TO EXECUTE**

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly

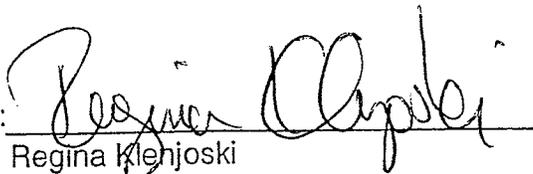
authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE  
a Municipal Corporation

Regina Klenjoski Dance Company  
A non-profit organization



Frank Scotto, Mayor

By: 

Regina Klenjoski  
Owner

ATTEST:



Sue Herbers  
City Clerk

APPROVED AS TO FORM:  
JOHN L. FELLOWS III  
City Attorney

By: 

Attachments:      Exhibit A      Scope of Services  
                         Exhibit B      Compensation Schedule

Revised:      9/13/06

**EXHIBIT A****SCOPE OF SERVICES**

The CONTRACTOR will provide various dance classes and programs at the Cultural Arts Center, over the two-year contract period including but not limited to the following:

- Beginning Ballet
- Beginning Tap Classes
- Choreography Class
- Modern Jazz
- Torrance Dance Company
- Modern Dance Class
- Funk Hip Hop Dance Classes
- Pilates Dance Exercise Classes
- Open Dance Rehearsals

**EXHIBIT B****COMPENSATION SCHEDULE**

Charges to participants of the various dance classes to be provided by the Contractor, pursuant to the Scope of Services, are as follows:

**Compensation for Classes**

Contractor's compensation for teaching classes is based on the number of participants enrolled in each ten-week session. Contractor will be paid 70% of the total amount received by the City for each session after registration fees are deducted. The registration fee is \$4.00 per class. The Contractor will be paid after the fifth week of classes, upon receipt of an accurate and verified invoice.

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Contractor's compensation for the performance by Regina Klenjoski and Dancers is based on the net of ticket sales revenues over expenditures. The City will provide only the James Armstrong Theatre or the George Nakano Theatre if they are available for the production and related rehearsals. Contractor is responsible for all other expenses related to use of the Theatre including costs for all labor (stage, front-of-house, ticket office, technical and any other personnel), refreshments, equipment rental, piano tuning and any and all other expenditures.

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Contractor's compensation for the performance by Regina Klenjoski and Dancers is based on the net of ticket sales revenues over expenditures. The City will provide only the James Armstrong Theatre for the production and related rehearsals. Contractor is responsible for all other expenses related to use of the Theatre including costs for all labor (stage, front-of-house, ticket office, technical and any other personnel), refreshments, equipment rental, piano tuning and any and all other expenditures.

## City of Torrance Community Services Department-Cultural Services Division

## Revenue –Producing Accounts

ORIGINAL CONTRACT AMOUNT NOT TO EXCEED : \$192,710.00

AMENDED CONTRACT AMOUNT NOT TO EXCEED: \$256,543.00

<u>Program</u>	<u>Location</u>
REGINA KLENJOSKI DANCE COMPANY (RKDC)	CAC
<b>TERM OF CONTRACT</b>	<b>SUPERVISOR</b>
05/01/07-6/30/09 ( Two Year Term)	Joyce Bell, Sr Supervisor

**ACTUAL ENROLLMENT FROM 5-1-07 TO 11-30-08**

	Est. Enrlmnt	Actual Enrlmnt	Est. Revenue	Actual Revenue
Spring 2007	n/a	524	n/a	\$ 32,968.00
Summer 2007	399	564	\$ 31,000.00	\$ 38,678.00
Fall 2007	550	606	\$ 36,000.00	\$ 37,786.00
Winter 2008	500	596	\$ 35,000.00	\$ 37,962.00
Spring 2008	398	579	\$ 30,000.00	\$ 36,599.00
Summer 2008	500	597	\$ 35,000.00	\$ 39,643.00
Fall 2008	398	539	\$ 29,455.00	\$ 35,830.90
Total Students	2745	4005		
<b>Total Revenue</b>			\$ 196,455.00	\$ 259,466.90
minus registration fee (\$4.00 x total students)			\$ 10,980.00	\$ 16,020.00
<b>TOTAL MAXIMUM REVENUE</b>			\$ 185,475.00	\$ 243,446.90
<b>70% to Contractor</b>			\$ 129,832.50	\$ 170,412.83

**PERFORMANCES 5-1-07 TO 11-30-08**

	Est. Tix Sales	Actual Tix Sales	Est. Proceeds	Actual Proceeds
Kids Showcase Nov 07	1000	985	\$ 9,000.00	\$ 8,876.00
Kids Showcase Mar 08	1000	1275	\$ 9,000.00	\$ 11,486.00
	Est. Labor	Actual Labor	Est. Net Proceeds	Actual Net Proceeds
Kids Showcase Nov 07	\$ 2,000.00	\$ 2,026.56	\$ 7,000.00	\$ 6,849.44
Kids Showcase Mar 08	\$ 2,000.00	\$ 2,596.50	\$ 7,000.00	\$ 8,889.50
<b>Total Revenue</b>			\$ 14,000.00	\$ 15,738.94
<b>70% to Contractor</b>			\$ 9,800.00	\$ 11,017.26

	Actual Tix Sales	Actual Proceeds	Actual Expenses	Net Proceeds
SOLA Nov 07- 1 show	371	\$ 5,690.00	\$ 2,175.44	\$ 3,514.56

	Actual Tix Sales	Actual Proceeds	Actual Expenses	Net Proceeds
SOLA Nov 08- 1 show	162	\$ 2,636.00	\$ 2,838.44	\$ (202.44)

**100% Net Proceeds to Contractor** \$ 3,312.12

**ORIGINAL ESTIMATE TO CONTRACTOR (5-1-07 to 11-30-08)** \$ 139,632.50  
**ACTUAL TOTAL TO CONTRACTOR (5-1-07 to 11-30-08)** \$ 184,742.21

**PROJECTED 12-1-08 TO 6-30-09**

<b>CLASS ESTIMATES</b>	<b>Original Est. Enrl</b>	<b>Revsd Est. Enrlmnt</b>	<b>Original Est. Revnue</b>	<b>Revsd Est. Revnue</b>
Winter 2009	500	620	\$ 35,000.00	\$ 38,500.00
Spring 2009	415	620	\$ 30,485.00	\$ 38,000.00
Total Students	915	1240		
<b>Total Revenue</b>			<b>\$ 65,485.00</b>	<b>\$ 76,500.00</b>
minus registration fee (\$4.00 x total students)			\$ 3,660.00	\$ 4,960.00
<b>TOTAL MAXIMUM REVENUE</b>			<b>\$ 61,825.00</b>	<b>\$ 71,540.00</b>
<b>70% to Contractor</b>			<b>\$ 43,277.50</b>	<b>\$ 50,078.00</b>

<b>PERFORMANCE</b>	<b>Org. Est Tix Sales</b>	<b>Revsd Est. Tix Sales</b>	<b>Est. Total Proceeds</b>	<b>Revsd Est. Proceed</b>
Kids Showcase Nov 08	1000	1425	\$ 9,000.00	\$ 12,825.00
Kids Showcase Mar 09	1000	1425	\$ 9,000.00	\$ 12,825.00

<b>PERFORMANCES</b>	<b>Est. Labor</b>	<b>Revsd Est. Labor</b>	<b>Est.Net Proceeds</b>	<b>Revsd Est. Net Proceed</b>
Kids Showcase Nov 07	\$ 2,000.00	\$ 3,000.00	\$ 7,000.00	\$ 9,825.00
Kids Showcase Mar 08	\$ 2,000.00	\$ 3,000.00	\$ 7,000.00	\$ 9,825.00
<b>Total Revenue</b>			<b>\$ 14,000.00</b>	<b>\$ 19,650.00</b>
<b>70% to Contractor</b>			<b>\$ 9,800.00</b>	<b>\$ 13,755.00</b>

<b>ORIGINAL ESTIMATE TO CONTRACTOR (12-1-08 to 6-30-09)</b>	<b>\$ 53,077.50</b>
<b>TOTAL TO CONTRACTOR (12-1-08 to 6-30-09)</b>	<b>\$ 63,833.00</b>

**REVENUE SUMMARY:**

<b>Breakdown of revenue by division</b>	<b>Estimate</b>	<b>Revised Estimate</b>
CAC facility rental to General Services	\$ 11,129.00	\$ 35,670.00
Theatre expenses to General Services	\$ 8,000.00	\$ 15,636.94
Registration Fee to Administrative Services	\$ 14,640.00	\$ 20,980.00
Program fee to Cultural Services Division	\$ 63,061.00	\$ 79,806.07
Performance Showcase	\$ 8,400.00	\$ 10,616.68
<b>TOTAL REVENUE TO CITY</b>	<b>\$ 105,230.00</b>	<b>\$ 162,709.69</b>

**AMENDMENT SUMMARY:**

Winter 2009 -Spring 2009 Classes Payment	\$ 50,078.00
Kids Showcases (Nov 08 & Mar 09)	\$ 13,755.00
Total of Amendment:	\$ 63,833.00
<b>ORIGINAL CONTRACT AMOUNT NOT TO EXCEED</b>	<b>\$192,710.00</b>
<b>NEW CONTRACT AMOUNT NOT TO EXCEED</b>	<b>\$ 256,543.00</b>

2/3/2009