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DATE: May 6, 2009

TO: Honorable Mayor and City Councilmembers

FROM: Economic and Community Development

SUBJECT: **APPROVAL OF AMENDMENT 1 IN THE AMOUNT OF \$25,000 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MAINSTREET OCEANSIDE TO PROVIDE SERVICES IN SPECIFIC AREAS OF THE STRAND FOR JULY 4, 2009; AND APPROPRIATION OF \$10,000 TO THE HARBOR AND BEACHES DEPARTMENT FOR THE RENTAL OF EQUIPMENT FOR JULY 4, 2009**

### **SYNOPSIS**

Staff recommends that the City Council approve Amendment 1 in the amount of \$25,000 to the professional services agreement with MainStreet Oceanside to provide services in specific areas of The Strand for July 4, 2009, and extending the term of the agreement by 3 months; and authorization for the City Manager to execute the amendment; and appropriate \$35,000 from the General Fund Unallocated Fund Balance (\$25,000 to fund Amendment 1 and \$10,000 for the Harbor and Beaches Department for the rental of trash receptacles and portable toilets for July 4, 2009.) These recommendations were made for public safety purposes at the City Council Workshop of February 4, 2009, and City Council gave direction accordingly.

### **BACKGROUND**

There is an existing contract with MainStreet for the 2008-2009 fiscal year which was approved in August 2009. That contract did not include any funding for the 2009 July 4<sup>th</sup> activities other than the requirement that MainStreet plan and execute the Freedom Days Parade. At the February 4, 2009, City Council Workshop the City Council recommended the expenditure of \$25,000 to program the Strand area by Main Street and that \$10,000 be allocated to Harbor and Beaches for the rental of equipment.

As there is an agreement in place with MainStreet Oceanside for the 2008-2009 fiscal year, and much of the planning and expenditure for the 2009 July 4<sup>th</sup> activities falls within the 2008-2009; year, an amendment to the existing agreement was determined to be the best way to include the additional responsibilities and funding.

The existing Agreement, approved in August 2008 for the 2008-2009 fiscal year, included the following special events: Developers Forum, Antiques on Mission in the fall, the Freedom Days Parade, July 4<sup>th</sup> activities on The Strand in 2008 (which did not

include any funding for the fireworks), Dia de los Muertos, and the tree-lighting ceremony. Other programs include the morning Farmers Market, the Sunset Market, Beach Services and the Pier Sign promotions.

The marketing plan included a variety of advertisements in local papers, visitors guide, discovery map, a customized Web site, spots on KOCT and other public relations and marketing opportunities. Administrative and internal communication functions included the monthly MainStreet Oceanside meeting with members, City staff and local businesses as well as a new program called the Oceanside Police Department Connection.

For the 2009-2010 fiscal year, MainStreet has requested no funding and staff will be bringing two Property Use Agreements to the City for the morning Farmers Market and the Sunset Market. There are existing Property Use Agreements for the Beach Services program and Pier Sign.

For future activities that the City wishes MainStreet to plan and execute, including the 2010 July 4<sup>th</sup> activities, a new Agreement will be necessary. In the event the 4<sup>th</sup> of July festivities undergo a significant change that either increases or diminishes MainStreet's responsibility a change to that Agreement will be required.

There is a team of City staff currently meeting to plan for the July 4, 2009 holiday. The Special Events staff is coordinating some of the activities and the Oceanside Police Department is developing the traffic management and public safety plan. MainStreet is planning to provide children's activities and other non-food activities. MainStreet is also coordinating the Freedom Days parade planned for June 27, 2009, under its existing 2008-2009 contract.

**ANALYSIS**

Due to the large number of people at the July 4<sup>th</sup> events the Oceanside Police Department has advocated for a more controlled event to assure that it is a safe, family friendly event. A successful strategy was implemented in 2008 that will be generally followed for 2009. The programming of The Strand area (Tyson Park, Seagaze Park and the amphitheater) is a component of this public safety strategy.

**FISCAL IMPACT**

The \$35,000 appropriation is from the General Fund Unallocated Fund Balance which has a current balance of \$4,267,537; \$25,000 will be used to fund Amendment 1 to the MainStreet professional services agreement for programming The Strand area and will be transferred to (101.254842.5241). The \$10,000 will be transferred to Harbor and Beaches (101.596230.5211) to rent additional portable toilets and trash receptacles that had been previously rented by MainStreet. Staff believes it will be more efficient and economical to have City departments responsible for all infrastructure for the event.

**INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be met.

**COMMISSION OR COMMITTEE REPORT**

Does not apply.

**CITY ATTORNEY'S ANALYSIS**

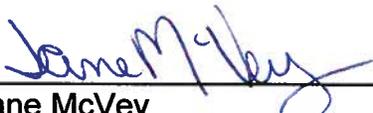
The Amendment has been reviewed by the City Attorney and approved to form.

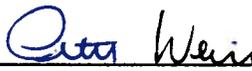
**RECOMMENDATION**

Staff recommends that the City Council approve Amendment 1 in the amount of \$25,000 to the professional services agreement with MainStreet Oceanside to provide services in specific areas of The Strand for July 4, 2009, and extending the term of the agreement by 3 months; and authorization for the City Manager to execute the amendment; and appropriate \$35,000 from the General Fund Unallocated Fund Balance (\$25,000 to fund Amendment 1 and \$10,000 for the Harbor and Beaches Department for the rental of trash receptacles and portable toilets for July 4, 2009.) These recommendations were made for public safety purposes at the City Council Workshop of February 4, 2009, and City Council gave direction accordingly.

PREPARED BY:

SUBMITTED BY:

  
\_\_\_\_\_  
Jane McVey  
Economic and Community Development  
Director

  
\_\_\_\_\_  
Peter A. Weiss  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager  
Teri Fero, Financial Services Director



ATTACHMENTS:

- 1. MainStreet July 4, 2009 Proposed Budget
- 2. MainStreet July 4, 2009 Proposed Activities



**CITY OF OCEANSIDE**

**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: MainStreet Oceanside Agreement**

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (herein after "Amendment No.1") is made and entered into this \_\_\_\_ day of May, 2009, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and MAINSTREET OCEANSIDE, INC., hereinafter designated as "CONSULTANT."

**RECITALS**

**WHEREAS** CITY and CONSULTANT entered into a professional services agreement ("AGREEMENT") dated August 13, 2008, whereby CONSULTANT shall assist in the revitalization of the commercial downtown district through the development and implementation of strategies that bring people into the downtown district, the promotion of a pedestrian friendly community, and enhancement of the appearance of the downtown district, the retention of existing businesses and recruitment of new businesses in the downtown district.

**AMENDMENT**

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE TO AMEND THE PROFESSIONAL SERVICES AGREEMENT AS FOLLOWS:

A. SECTION 1, **SCOPE OF WORK**, IS HEREBY AMENDED TO INCLUDE THE FOLLOWING ADDITIONAL WORK DESCRIBED HEREIN:

CONSULTANT shall program Tyson Park, Seagaze Park and the amphitheatre during the July 4, 2009 event as referenced in the attached Exhibit A. CONSULTANT is to provide children's activities and other non-food activities. CONSULTANT will also coordinate the Freedom Days parade under its existing 2008-2009 agreement, which is planned for June 27, 2009.

B. SECTION 6, **COMPENSATION**, IS HEREBY AMENDED BY ADDING AN AMOUNT NOT TO EXCEED \$25,000 FOR THE ADDITIONAL WORK AS SET FORTH ABOVE, INCREASING THE TOTAL COMPENSATION TO AN AMOUNT NOT TO EXCEED \$215,000.

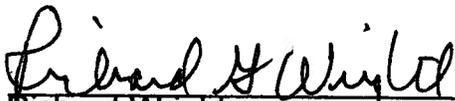
- C. The terms of this Agreement will be extended for three (3) months due to the activities being conducted after the 2008/2009 fiscal year.
- D. All other terms and conditions in the AGREEMENT shall remain in full force and effect.

**SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do herein agree to the performance of this Amendment.

MAINSTREET OCEANSIDE, INC.

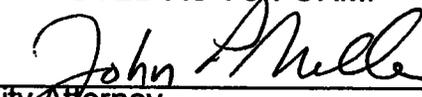
CITY OF OCEANSIDE

By:   
Richard Wright  
Interim Executive Director

By: \_\_\_\_\_  
Peter Weiss  
City Manager

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

APPROVED AS TO FORM:

  
City Attorney

\_\_\_\_\_  
33-0923965  
Employer ID No.

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Diego

On 4/28/09 before me, Curtis Jackson, Notary Public

personally appeared Richard G. Wright



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Professional Service Agreement

Document Date: NA Number of Pages: 2

Signer(s) Other Than Named Above: NA

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Richard G. Wright

- Individual
- Corporate Officer — Title(s): Exec. Director
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

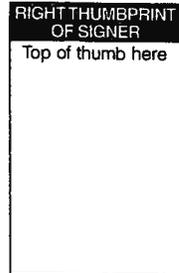


Signer Is Representing: \_\_\_\_\_

Main Street Oceanside

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

## Fourth of July Activities

### Proposal by MainStreet Oceanside

Purpose: To provide safe and family-oriented activities in the public spaces at the beach east of The Strand.

Proposed Activities:

**TYSON STREET PARK SOUTH:** Contract with Bounce House operator for two to three bounce houses to be paid for by MainStreet. Contract with additional providers of children's activities such as balloon animals, face painting, etc. with cost to MainStreet. MainStreet will provide security and signage.

No infrastructure to be provided by City.

**TYSON STREET PARK NORTH:** Children's activities area. Cupstacking exhibition with associated costs to be paid by MainStreet. Infrastructure to be provided by MainStreet includes canopies, tables, chairs, electrical service as necessary, and venue decoration. MainStreet will also contract with and pay for security to control venue access point(s).

Infrastructure provided by City would include fencing as necessary to control access to venue with a closeable access point on each side of the venue.

**SEAGAZE PARK:** Information booth, volunteer check-in and hospitality, lost and found, light music programming. MainStreet Oceanside to provide tables, chairs, canopies and signage as necessary.

Infrastructure provided by City would include fencing to control access to the area.

**FRONT HALF OF BETTY'S LOT:** This area would change significantly this year. MainStreet is proposing to eliminate food vendors this year due to the significant logistics and infrastructure costs unique to food providers. This year the existing Beach Services vendors and the downtown restaurants will be given the opportunity to benefit from the increased activity in the downtown area. MainStreet is proposing to program this area with approximately 22 retail vendor booths with space for parking for those vendors (exactly like last year).

No infrastructure to be provided by City for this activity.

**AMPHITHEATER:** MainStreet will program with approximately 16 retail vendor booths.

No infrastructure to be provided by City for this activity.

**CITY OF OCEANSIDE**

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 13 day of August, 2008, by and between Community Development Commission of the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and MAINSTREET OCEANSIDE, INC., hereinafter designated as "CONSULTANT."

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **SCOPE OF WORK.** The project is more particularly described as follows:  
A detailed Scope of Work is more particularly described in the attached Work Plan as Exhibit "A." which is incorporated herein by reference. Generally, through the MainStreet program, the CONSULTANT shall assist in the revitalization of the commercial downtown district through the development and implementation of strategies that bring people into the downtown district, the promotion of a pedestrian friendly community, and enhancement of the appearance of the downtown district, the retention of existing businesses and recruitment of new businesses in the downtown district.
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this program. Such reporting shall not include volunteers, however, CONSULTANT shall be solely responsible for action of the volunteers consistent with the above.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. **LIABILITY INSURANCE.**
  - 4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial

general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

**4.2** CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance  
(bodily injury and property damage)

|                                      |               |
|--------------------------------------|---------------|
| Combined Single Limit Per Occurrence | \$ 1,000,000  |
| General Aggregate                    | \$ 2,000,000* |

Commercial General Liability Insurance  
(bodily injury and property damage)

|  |              |
|--|--------------|
| General limit per occurrence             | \$ 1,000,000 |
| General limit project specific aggregate | \$ 2,000,000 |

|                                       |              |
|---------------------------------------|--------------|
| <u>Automobile Liability Insurance</u> | \$ 1,000,000 |
|---------------------------------------|--------------|

\*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

**4.3** If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the Redevelopment Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

**4.4** All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

**4.5** All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as

A-X or higher by A.M. Best or otherwise approved by the City.

- 4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
5. **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

6. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed \$190,000 for fiscal year 2008-

2009. CONSULTANT shall be paid in accordance with the CONSULTANT'S funding request, which is attached as "Exhibit B" and incorporated herein by reference.

CONSULTANT shall submit a quarterly written report describing its activities in relation to the Scope of Work along with a request for a 25% partial payment of the annual total for the applicable fiscal year. An independent audit shall be completed annually and submitted to the City by January 1, for the previous fiscal year completed. CONSULTANT shall pay for the annual audit. The audit should document whether the CITY/CDC funds are being expended consistent with Exhibit "B" and generally accepted accounting practices.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Economic & Community Development Director or designee. CONSULTANT shall obtain written approval from the Economic & Community Development Director or designee prior to performing any work, which results in incidental expenses to CITY.

The parties recognize that the funds provided pursuant to this Agreement are from City redevelopment funds, and that the amount of funds available to the City's Redevelopment Fund is subject to the finalization of the State budget and other City funding resources. Thus, notwithstanding the preceding paragraph, the amount of funds provided pursuant to this section may be subject to reduction as set forth in Section 12.

7. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
8. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

9. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
10. **NO CONFLICT OF INTEREST.** The CONSULTANT, its Board of Directors and employees shall not be financially interested in any other contract which may create a conflict with the scope of work for this Agreement. For the limited purposes of interpreting this section, the CONSULTANT, its Board of Directors and employees shall be deemed "city officers or employees," and this section shall be interpreted in accordance with Government Code Section 1090.

In the event that the CONSULTANT, its Board of Directors and employees becomes financially interested in any other contract which may create a conflict with this Agreement, that other contract shall be void, in addition to any other remedy provided by law. The CONSULTANT, shall indemnify and hold harmless the CITY, under Section 5 above, for any claims for damages resulting from the CONSULTANTS'S violation of this Section.

11. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.
12. **TERMINATION FOR CONVENIENCE.** The Executive Director of the CDC may terminate this Agreement for any reason, including but not limited to, the fact that insufficient revenues are available to fund the Agreement, in the sole discretion of the Executive Director. Any such termination shall be effective thirty days after written notice of the termination by the Executive Director.
13. **RE-OPENER.** This Agreement shall be subject to re-opener by the City as set forth herein.
  - A. Based on changes in federal and state law impacting the CITY's continued ability to provide the funds set forth in this Agreement.
  - B. Events that subject the CITY to a "significant reduction" in the funding available to its redevelopment fund. A significant reduction in Redevelopment Fund revenues is defined as any loss of revenue sufficient to require a reduction in CITY programs, projects or services.
  - C. The CITY shall not re-open this Agreement more than once per year for the purposes set forth in Subsection B above. Should this Agreement be re-opened by the CITY, not less than ninety (90) days notice shall be provided to CONTRACTOR advising them that the CITY has or expects to suffer a

significant revenue loss and indicating how much the City Manager proposes to reduce payments to CONTRACTOR. During the ninety (90) days prior to the implementation of the decrease in payments to CONTRACTOR, the parties shall negotiate in good faith to arrive at a new agreement regarding the particular services that may be reduced in accordance with the proposed reduction in payments. The parties agree that any reduction in funding to CONTRACTOR may result in a commensurate reduction in CONTRACTOR's obligations under this Agreement.

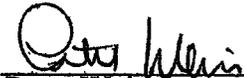
- D. The City Manager may delegate to the Economic and Community Development Director the authority to re-open this Agreement for the purposes set forth in this Section and to effectuate any funding reductions or changes required in accordance with the terms of this Agreement.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this 18 day of August 2008.

MAIN STREET OCEANSIDE, INC.

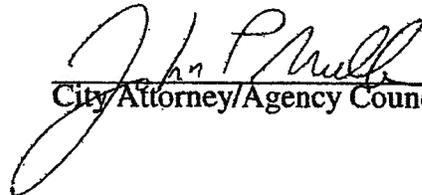
CITY OF OCEANSIDE

By:   
\_\_\_\_\_  
Kim Heim, Executive Director

By:   
\_\_\_\_\_  
Peter Weiss  
City Manager/Executive Director

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney/Agency Council

33-0923965  
\_\_\_\_\_  
Employer ID No.

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

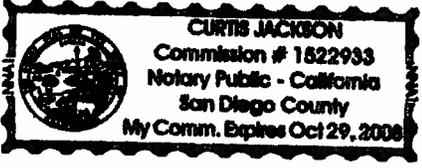
State of California )  
County of San Diego )ss.

On 8/18/08 before me, Curtis Jackson, Notary Public  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Charles Kimyon Heim  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Curtis Jackson  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable for persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Professional Services Agreement

Document Date: 8/18/08 Number of Pages: 21

Signer(s) Other Than Named Above: NA

**Capacity(ies) Claimed by Signer**

Signer's Name: Charles Kimyon Heim

- Individual
- Corporate Officer - Title(s): Director
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: Mainstreet Oceanview, Inc.

