



Beverly Hills City Council Liaison / BHUSD Committee will conduct a Special Meeting, at the following time and place, and will address the agenda listed below:

**CITY HALL
455 North Rexford Drive
4th Floor Conference Room A
Beverly Hills, CA 90210**

**Wednesday, May 3, 2017
1:30 PM**

AGENDA

- 1) Public Comment
 - a. Members of the public will be given the opportunity to directly address the Committee on any item listed on the agenda.

- 2) Review of Draft Provisions for the Joint Powers Agreement (JPA) with the Beverly Hills Unified School District

- 3) Construction Update

- 4) Adjournment

A handwritten signature in black ink, appearing to read "Byron Pope".

Byron Pope, City Clerk

Posted: April 28, 2017



In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the City Manager's Office at (310) 285-1014. Please notify the City Manager's Office at least twenty-four hours prior to the meeting so that reasonable arrangements can be made to ensure accessibility.

DRAFT WORKING DOCUMENT

Discussion Points Regarding Breach and Maintenance

Maintenance

All equipment and technology provided at school facilities shall be maintained in good working order (e.g. ceramics equipment, photography equipment, etc.)

District shall remedy any safety issues (e.g. sharp edges of tile in swim gym pool)

District shall keep regular maintenance schedule to prevent deterioration and hazardous conditions of facilities (e.g. resurfacing of Upper Gym Courts, sweeping and resurfacing of black top, field maintenance of girls' softball field) and make maintenance cycle known to the City

Equipment and facilities on District property should be maintained in good working order by the District.

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District shall have classrooms being used by City programs deep cleaned prior to the start of the school year.

Repairs

If equipment or facilities are identified as needing repair, the City shall request in writing the repair of said equipment or facilities. Notice shall be provided to the District co-administrator via email. District shall promptly commence to address the issue within 15 days of the written notice. If the issue cannot be fixed or replaced within 15 days, the District shall notify the City and diligently work on the repair/replacement within a reasonable amount of time which shall not exceed an additional 15 days. With the exception of the swim gym cabling system, if the situation is not remedied within 30 days total, and no other arrangements have been made, the District shall be notified in writing that it is in breach.

Because of the unique nature of the swim gym, the District shall not be considered in breach until 60 days from first written notice of an issue with the swim gym mechanical system.

If the equipment or facility issue occurs for any reason other than Force Majeure, and the breach results in the cancellation of a scheduled City use or the inability of the public to access the District Facilities at a time when the District Facilities are to be made available pursuant to this Agreement, then the City may deduct the greater of one and a half times the loss of revenue to the City due to the City's displacement, or one hundred seventy five dollars (\$175) from the next payment due to the District for each day that that the City use was displaced or the District Facilities were unavailable to the public.

Breach, Default and Remedies.

A. Once written notice of breach has been delivered to the District, if the breach is not cured immediately upon notice, the City Manager and the Superintendent, or their representatives, shall meet within ten (10) days of any notice of breach to attempt to find an appropriate cure for the breach and to otherwise resolve the parties' disputes.

1. If a breach by the District is not cured within 15 day of the meeting of the City Manager and Superintendent, or their designated representatives, then the City may deduct the greater of one and a half times the loss of revenue to the City due to the City's displacement, or seven hundred fifty dollars (\$750) from the next payment due to the District for each day that the breach remains uncured after notice of breach is provided by the City.

2. If, after providing the District with notice and an opportunity to cure as provided this Section 11.B, the District fails to maintain its facilities or equipment as required by this Agreement, and, as a result of the District's failure to maintain its facilities and equipment, the City is required to purchase equipment or supplies in order to properly conduct a scheduled City use, then City may deduct the costs of such equipment or supplies from the next payment due to the District. If the City is forced to find an alternative venue for a program which is displaced, the District shall pay any costs associated with renting that venue.

3. Upon compliance with the provisions of Section 11.A and this Section 11.B, the parties shall have all of the remedies available at law or equity. The remedies set forth in this Section 11.B are in addition to, and not in lieu of, any remedy available at law or equity.