

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND THE BEVERLY HILLS UNIFIED SCHOOL DISTRICT
FOR THE PROVISION, USE AND MAINTENANCE OF
EDUCATIONAL, RECREATIONAL AND COMMUNITY
FACILITIES AND PROGRAMS FOR
THE FISCAL YEARS 2017-18 THROUGH 2019-20

THIS AGREEMENT is made and entered into this 5th day of December, 2017, (the "Approval Date") by and between the City of Beverly Hills, a municipal corporation, hereinafter referred to as the "City," and the Beverly Hills Unified School District, a regularly organized and existing school district under the laws of the State of California, hereinafter referred to as the "District."

RECITALS

A. Pursuant to the provisions of Title 1, Division 1, Part 7, Chapter 10 of the California Education Code (commencing with section 10900), Title 1, Division 7, Chapter 5, Article 1 of the California Government Code (commencing with section 6500), and section 37110.5 of the California Government Code, the City and the District are authorized to enter into an agreement providing for educational, recreational, and community facilities and programs.

B. The District is able and willing to provide the City with the use of valuable educational and recreational facilities for use by the City in carrying out its programs for the benefit of its residents, including but not limited to athletic fields, playgrounds, gymnasias, tennis courts, auditoriums, classrooms, multi-purpose rooms, cafeterias, swimming facilities, cable television facilities, and library facilities.

C. The foregoing facilities and programs will allow the City to provide its residents with a level and breadth of services that it would not otherwise be able to provide.

D. The provision of said facilities and programs will result in a greater utilization of the District's facilities and the generation of revenue for the maintenance of the District's educational programs.

E. It is in the public interest that the City and the District enter into this Agreement in order to maximize the use of the District's facilities and programs for the promotion of the general public welfare.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

DEFINITIONS

The following terms shall be defined as set forth below:

“City” shall mean the City of Beverly Hills;

“City Recreation Program” shall be defined as provided in Section 5.A.1;

“Director” shall be defined as provided in Section 5.A.1;

“District” shall mean the Beverly Hills Unified School District;

“District Activities” shall be defined as provided in Section 5.A.1;

“District Facilities” shall be defined as provided in Section 5.A.1;

“Library Facilities” shall be defined as provided in Section 5.A.4;

“Outdoor Facilities” shall be defined as provided in Section 5.A.2;

“Force Majeure” shall be defined as provided in Section 10;

“State or Federal Holiday” shall be defined as provided in Section 5.A.2;

AGREEMENT

Section 1. Co-Administrators. The City Manager, or the City Manager’s designee, and the District’s Superintendent or the Superintendent’s designee, are hereby designated as the co-administrators of this Agreement subject to the rights and obligations set forth herein and subject to the direction of their respective governing agencies.

A. Designated Point Person. The District co-administrator shall designate a point person who shall be knowledgeable about the terms of this Agreement. The designated point person shall implement the terms of the Agreement. The District co-administrator shall provide the City co-administrator with the name and contact information of the designated point person within thirty (30) days of the Approval Date of this Agreement. The name and title of the designated point person shall be incorporated into this Agreement as Exhibit A.

B. Other Responsible Personnel. The District co-administrator shall provide the City co-administrator with the cell phone number of any additional personnel who will provide access to the District Facilities or Outdoor Facilities as required by this Agreement. The City co-administrator shall provide the District co-administrator with the cell phone number of the personnel responsible for administering the City Recreation Programs that utilize District Facilities or Outdoor Facilities within thirty (30) days of the Approval Date of this Agreement. The list of responsible personnel and personnel who provide access for each campus shall be incorporated into this Agreement as Exhibit A.

Section 2. Establishment of Shared Scheduling System. The District and the City shall establish and maintain a shared scheduling system for use of the District Facilities and Outdoor Facilities, which shall be accessible for viewing online by the public. The District shall post an up-to-date calendar of the High School sports practice and game schedules, as well as any other

District Activities on the online scheduling system. The City shall post an up-to-date calendar of City sponsored youth and adult sports and recreation events. The District shall develop the online scheduling system in conjunction with designated City staff. The District and the City shall maintain current schedules on the online system by July 1, 2018.

Section 3. Term. The term of this Agreement shall be from July 1, 2017 to and including June 30, 2020, unless otherwise terminated for any reason by either party upon ninety (90) days written notice to the other party.

Section 4. Compensation and Payment.

A. Annual Payment. The City shall make annual payments to the District in the following amounts:

FY 2017-18: Ten Million, Five Hundred Thousand Dollars (\$10,500,000.00)

FY 2018-19: Eleven Million Dollars (\$11,000,000.00)

FY 2019-20: Eleven Million, Five Hundred Thousand Dollars (\$11,500,000.00)

Each annual payment shall be divided into four quarterly payments made on July 1, October 1, January 1, and April 1. The District shall submit a written invoice requesting payment at least thirty days prior to each quarterly payment date. The City may elect, in its sole discretion, to prepay one or more of the required quarterly payments. Upon receiving written notice from the District that the District has determined that, due to current financial limitations, a prepayment of one or more of the quarterly payments would be beneficial to avoid an adverse effect on the quality or level of facilities and programs provided by the District hereunder, the City shall consider the District's request to make such prepayment. Such notice shall describe the current financial limitations affecting the District.

B. Crossing Guard Payments. The City shall make payment to the District for the sole and exclusive purpose of funding crossing guard services at each of the four elementary schools. The payment shall be made in installments upon presentation of invoices to the City demonstrating that the District has expended funds for the direct cost of crossing guard services. The City shall then reimburse the District for fifty percent (50%) the amounts expended for the crossing guard services, provided however, that nothing in this Agreement shall require the City to make payment for the cost of additional crossing guards added by the District after the date of this Agreement. For the purposes of this Agreement, "direct cost of crossing guard services" does not include overhead, administration or similar costs not paid to a third party provider of crossing guard services.

C. Security Deposit. The City shall deposit into a segregated account funds (the "Security Deposit Funds") in the amount of One Hundred Thousand Dollars (\$100,000.00) for the purpose of repairing or replacing District property damaged by the City as a result of this Agreement. Payment from the Security Deposit Funds shall be made

only after the District demonstrates, to the City's reasonable satisfaction, that such repairs or replacements resulted from damages caused by the City's use of property under the Agreement and upon presentation of documentation supporting the cost of the repair(s).

Section 5. District Obligations. In consideration of the compensation and payment described herein, the District shall provide to the City the following.

A. Facilities. The District shall make available to the City certain Facilities as described below. Such availability shall be governed by the Facilities Operating Standards, which is incorporated into this Agreement and attached hereto as Exhibit B.

1. District Facilities. The District shall make available to the City all recreational and classroom facilities at the District's Beverly Hills High School, El Rodeo School, Hawthorne School, Beverly Vista School, Horace Mann School, and the District Office (the "District Facilities"), including but not limited to athletic fields, play yards and play equipment, gymnasias, locker and shower rooms, swimming pool, tennis courts, classrooms, computer labs, fitness rooms, multipurpose rooms, cafeterias, auditoriums, including the Peters Auditorium, the Salter Theatre, the Science and Technology Center, future facilities, whether renovated or newly constructed on any school site, and such other District facilities requested by the Community Services Director of the City or his or her designee ("Director") for City recreation and other community or civic programs ("City Recreation Programs"). City Recreation Programs shall include, without limitation, programs administered by organizations other than the City, including but not limited to the American Youth Soccer Organization, the Beverly Hills Little League, or the Beverly Hills Basketball League, if the City grants permission to the organization to use District Facilities during time scheduled for City use pursuant to this Agreement. The City's use of District Facilities shall not interfere with District Activities. The term "District Activities" is defined to solely include classroom instruction provided by the District and extracurricular District programs, whether or not provided in a classroom setting that are directly supervised by District employees and not conducted in whole or part by a contractor to the District or lessee of the District ("District Activities"). District Activities shall not include activities scheduled on less than 72 hours notice as provided in Section 5.B.1 of this Agreement, or activities of any third party, provided however, that certain activities conducted by the Beverly Hills Education Foundation ("BHEF") and the Parent Teacher Student Association may be deemed District Activities if the activities do not compete with or duplicate City Recreation Programs, are sponsored by the District, and are approved by the District's Superintendent in advance. The District shall confer with the City regarding use of any District Facilities scheduled for use by the City, other than for District Activities, prior to scheduling such activities. In the event that the District requires use of the District Facilities for particular activities, for which, due to the nature of the activity, the District receives notice less than 72 hours in advance, the District shall notify the City as soon as it receives notice of the same.

2. After-School, Weeknight, and Weekend Outdoor Facilities.

Except as necessary to avoid conflict with District Activities, the District shall make available year-round, during after-school hours, weeknights, and weekends, its outdoor athletic fields and play yards at the District's Beverly Hills High School, El Rodeo School, Hawthorne School, Beverly Vista School, and Horace Mann School ("Outdoor Facilities") for use by the community, provided that the District shall not allow adult groups to use the outdoor fields located at the K-8 school campuses and shall not allow youth and adult groups to simultaneously use the same field at Beverly Hills High School. In making available its Outdoor Facilities, the District shall comply with the access, security, maintenance, and other provisions set forth in Exhibit B. Nothing in this paragraph shall require the District to provide Outdoor Facilities on a California state or federal holiday as identified by the California Department of Personnel Administration or the United States Office of Personnel Management, respectively, if District personnel are not required to work on such holiday (hereafter a "State or Federal Holiday").

3. Summer Camp Facilities. The District shall provide the City with access to at least one school campus for a minimum of eight (8) weeks each summer for summer camp programming. The District shall notify the City as to which campus or campuses will be available for the City's use no later than December 1 of the preceding year. In making available the Summer Camp Facilities, the District shall comply with the access, security, maintenance, and other provisions set forth in Exhibit B.

4. Library Facilities. During the school year, the District shall make available to all school age children residing in the City of Beverly Hills, the District's library facilities at the District's Beverly Hills High School, El Rodeo School, Hawthorne School, Beverly Vista School, and Horace Mann School ("Library Facilities") for a minimum of three (3) hours per week at the K-8 locations and a minimum of six (6) hours per week at Beverly Hills High School. In making available the Library Facilities, the District shall comply with the access, security, maintenance, and other provisions set forth in Exhibit B.

a. The District shall provide books and reading material for onsite use, provided however, that the District is not required by this Agreement to permit circulation of its books and other reading materials.

5. Parking Facilities. The District shall guarantee off hour use of Beverly Hills High School, El Rodeo School, Hawthorne School, Beverly Vista School, and Horace Mann School lots and parking facilities, including the Beverly Vista Parking Lot and the subterranean parking facility at Horace Mann School, and any parking facilities, other than the District Office parking lot, including parking facilities constructed in the future. During such hours, the District shall make available to the City for special event valet parking all parking facilities owned by the District, and shall also make available spots for after school and preschool staff, as appropriate. Keycards shall be issued to City staff as necessary to access the parking facilities for any purpose in connection with this Agreement. Notwithstanding the above, the City assumes all responsibility for

all vehicles parked by the City or its agent or contractor in the course of this use of the parking facilities and for any expenses associated with special event valet parking offered by the City. In the event that the City utilizes a third party valet contractor, the City shall require the contractor to add the District as an additional insured.

6. Public Safety Training Exercises and Emergency Use of Facilities.

a. At least twice each month, on a Saturday or Sunday as determined by the City, the City shall have exclusive use of the parking facilities, driveways and other similar large open asphalt areas as well as classroom facilities, multipurpose rooms, cafeterias, auditoriums, and such other District Facilities as requested by the City at each of the five school sites (El Rodeo School, Hawthorne School, Horace Mann School, Beverly Vista School and Beverly Hills High School) for public safety training exercises. Provided, however, that City shall provide the District with reasonable notice of such use and that the use shall be scheduled so that it does not interfere with District Activities.

b. In the case of a local, state or federal declared emergency, the City may use District Facilities for the sheltering of persons and any other use related to the emergency.

7. Facilities Maintenance. At its own expense, the District shall maintain all District Facilities and equipment used by the City pursuant to this Agreement in a good, clean, and safe working condition in the same manner as other classrooms or other District Facilities used exclusively by the District and shall provide all custodial services for such Facilities as set forth in Exhibit B.

8. Landscaping. At its own expense, the District shall maintain any parkway landscaping adjacent to a school site in a manner that is aesthetically compatible with the surrounding area.

9. Other Use of Facilities. The City will occasionally require the use of the Facilities for uses other than those specifically enumerated herein. In such instances, the City shall submit a written request for use of the Facilities to the District. The District shall grant the request unless such request would interfere with District Activities or a previously scheduled Civic Center Act use, would result in the use of District Facilities on a State or Federal Holiday, or would damage District's Facilities because the Facilities were not designed to accommodate the proposed use. The City shall pay the District all costs that District incurs in providing the requested services in excess of \$20,000 per year.

B. Other Programs and Services.

1. Scheduling System. The District shall keep current the Shared Scheduling System established pursuant to Section 2 of this Agreement with respect to all District Activities. Provided however, that the District shall not schedule an event on less than 72 hours notice without the City's prior consent. District's failure to timely schedule an event on the Shared Scheduling System that ultimately displaces a City Recreation Program shall constitute a material breach pursuant to Section 11 of this Agreement.

2. Emergency Access to CCTV Camera Feeds. In connection with an emergency and when necessary to protect the health or safety of a pupil or other persons, the District shall allow the City's police personnel to access the District's CCTV camera feeds pursuant to 20 USC Section 1232g(b)(1)(I) and California Education Code Section 49076(a)(2)(A). In providing access to the CCTV camera feeds, the District shall comply with the terms of the Memorandum of Understanding for the CCTV Program, which is incorporated into this Agreement and attached hereto as Exhibit C.

3. School Liaison Officers Program. District shall comply with the terms of the Memorandum of Understanding for the School Liaison Officers Program, which is incorporated into this Agreement and attached hereto as Exhibit D.

4. Limited Flyer/Banner Distribution. In the event that the City elects to provide publicity for its events in print, the District shall ensure that flyers and/or banners are distributed to the designated classrooms and are on display at the office front counter or designated publicity display at each designated campus. All official notices relating to the City Recreation Programs shall be posted at each school, provided, however, the District shall approve the location of the posting. During the term of this Agreement, the District shall not permit flyers and/or banners to be distributed at the schools, whether by posting, electronic means, or any other means, for recreation programs and activities that might compete with City sponsored recreation programs and activities.

5. Class Promotions and Demonstrations. The District shall accommodate the City's request to promote new classes through lunch-time and afterschool demonstrations. The City shall obtain approval from the site principal prior to conducting the promotional activity.

6. Permits for City Employees and Officials. The District has set up a system of permits to allow non-District residents to enroll students for instruction at District schools. To the extent permitted by State law, the District agrees to provide City employees priority in the granting of such permits. If an order of priority is established by the District, the City employees shall be given priority directly after priority provided to the children of District

employees. For the purposes of this paragraph, City employees include independent contractors who fill the role of an officer or employee, but shall not include non-residents who may serve on City commissions.

7. Professional Development for Preschool Teachers. During the term of this Agreement, the District shall provide professional development to preschool teachers employed by the City. The professional development shall be coordinated by the District's Chief Academic Officer and shall include, without limitation, professional development that will specifically aid the preschool teachers to prepare students to enter the District's elementary schools.

8. Cable Television Programming.

a. The District shall provide programming, or make available to the City air time for City programming, for a minimum of 520 hours per year on KBEV, the District's television station, for programs of public interest, including educational and community related programs.

b. In addition to the 520 hours of general programming, the District shall broadcast public service announcements provided by the City concerning emergency preparedness. Each public service announcement provided by the City shall be broadcast at least once per day on at least five days per week, provided however, that the District need not broadcast more than thirty minutes of public service announcements provided by the City in any one day.

Section 6. City Obligations. In addition to the compensation and payment described in Section 4, the City shall provide to the District the following:

A. Scheduling System. The City shall keep current the Shared Scheduling System established pursuant to Section 2 of this Agreement with respect to City Recreation Programs.

B. Installation and Maintenance of CCTV Camera Equipment. The City shall install and perform maintenance services for District's CCTV camera equipment. Such installation shall include setup of video streaming services, which shall remain the property of the District and stored and/or retained by the District at District's own discretion. In installing and maintaining the District's CCTV cameras, the City shall comply with the Memorandum of Understanding for the CCTV Program at Exhibit C.

C. School Liaison Officers Program. The City shall assign one or more full time sworn officers with the Beverly Hills Police Department ("BHPD") to the function of School Liaison Officers ("SLOs"). The SLOs shall perform services under the supervision and control of

the Beverly Hills Chief of Police (“Chief of Police”) and as described in the Memorandum of Understanding for the School Liaison Officers Program at Exhibit D.

D. Special Police and Fire Services. The District may request in writing that the City provide certain police and fire services. In such cases, the Chief of Police or Fire Chief may agree to provide the requested services. The District shall pay the City all costs that City incurs in providing the requested services in excess of \$20,000 per year.

Section 7. Indemnification.

A. It is understood and agreed that, pursuant to Government Code Section 895.4, the District agrees to indemnify, defend and hold harmless the City, City Council and each member thereof, and every officer, employee and agent of City, from all claims, suits or actions of every name, kind and description, including attorney fees and costs, brought for or on account of injury (as defined in Government Code Section 810.8) arising from the acts or omissions of District in connection with its obligations and performance under this Agreement, including, without limitation, any and all injuries arising from a third party’s use, whether active or passive at the District’s Beverly Hills High School, El Rodeo School, Hawthorne School, Beverly Vista School, Horace Mann School, and the District Office.

B. It is understood and agreed that, pursuant to Government Code Section 895.4, the City agrees to indemnify, defend and hold harmless the District, the Board and each member thereof, and every officer, employee and agent of Board, from all claims, suits or actions of every name, kind and description, other than those related to the disclosure of records pursuant to Education Code Section 49060 et. seq. and/or 20 USC Section 1232g, including attorney fees and costs, brought for or on account of injury (as defined in Government Code Section 810.8) arising from the acts or omissions of City in connection with its obligations and performance under this Agreement.

C. This section shall survive the expiration or earlier termination of this Agreement.

Section 8. Insurance. The District and City shall each maintain in full force and effect during the term of this Agreement, commercial general liability insurance, insuring each party against liability as may arise pursuant to each party’s respective indemnity obligations pursuant to Section 7 of this Agreement. Both the District and the City shall have the right to comply with this Section 8 by provision of self insurance.

Section 9. Annual Compliance Review. The District and City shall conduct quarterly meetings to ensure compliance with this Agreement. Prior to the beginning of each fiscal year, but in no event no later than July 1st, the Director shall provide a report to the City Manager and the District Superintendent on the each party’s compliance with this Agreement for the prior year. The report shall focus on the availability of the District Facilities for the City’s use, the City’s access to District Facilities, the City’s use of District Facilities, including the City’s compliance

with its obligations pursuant to this Agreement, the maintenance of the District Facilities, the District's cancellation, if any, of the City's scheduled uses and other pertinent information.

Section 10. Accountability and Audit.

A. It is in the best interest of the public if the benefits of this Agreement are well understood. The parties agree that the District shall include and clearly acknowledge in its annual budget the payments made to the District under this Agreement as a separate line item in that budget.

B. The District and the City shall each maintain records of accounts maintained by the District and the City for the receipt and disbursement of any funds received in connection with this Agreement according to accepted government accounting principles, which records shall be available to the District and the City for audit. The District and the City shall allow a representative of the other Party to examine, audit and make transcripts or copies of such records during regular business hours upon notice by the requesting Party. The District and the City shall fully cooperate in any audit or request for examination of records.

C. The District shall maintain complete and accurate records, including invoices, of any expenditures or disbursements for payments provided in Section 4. The District shall maintain such records for a period of two years after the termination of this Agreement. All such records and invoices shall be clearly identifiable. The District shall allow a representative of the City to examine, audit and make transcripts or copies of such records during regular business hours upon notice to the District by the City. The District shall provide the City with its full cooperation in any audit or request for examination of records.

D. If the City determines, after a review or audit of District records, that any portion of the payments provided in Section 4 has not been expended as authorized, then the City shall provide notice of that determination to the District. Within ten days of such notice, the District shall provide a response indicating whether the District disputes the City's determination or whether the District intends to reimburse the City that portion of the payment(s) paid to the District and not expended as authorized. Reimbursement of any undisputed amount shall be made within thirty (30) days after the City has provided notice to the District pursuant to this paragraph D. If the District disputes the City's determination, the parties shall meet to attempt to resolve the dispute within thirty (30) days after the City has provided notice to the District pursuant to this paragraph D. If the dispute remains unresolved after the meeting, the parties shall have all remedies available at law or equity. For the purposes of this paragraph, "direct costs of crossing guard services" shall have the meaning set forth in Section 4.B.

Section 11. Force Majeure. Neither party hereunder shall be deemed to be in default where delays or failures to perform are due to Force Majeure. For purposes of this Agreement, the term "Force Majeure" shall mean the following: strikes, lockouts or labor disputes, acts of God, acts of enemies or hostile governmental action, civil commotion, insurrection, revolution, sabotage, fire or other casualty, or a taking of a whole or a portion of the District facilities by condemnation or eminent domain. Any Party intending to rely upon Force Majeure to forgive performance shall

give notice of the Force Majeure and the full particulars of such Force Majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on.

Section 12. Breach, Default and Remedies.

A. If, at any time, either party determines that the other has failed to perform a material term or provision of this Agreement, then that party shall provide written notice specifying in detail the nature of the alleged breach and the manner in which the breach may be satisfactorily cured. Notice shall also be provided to the District co-administrator via email.

B. Upon receipt of the notice of breach, the alleged breaching party shall promptly commence to cure, correct or remedy the identified breach at the earliest reasonable time after receipt of the notice of breach and shall complete the cure, correction or remedy of such breach promptly and within forty-five (45) days after receipt of the notice. However, if the breach is not reasonably susceptible of being cured within forty-five (45) days, then a default shall exist only if the cure of the breach is not commenced within the forty-five (45) day period or thereafter is not diligently prosecuted to completion. To facilitate a resolution of the alleged breach, if the breach has not been 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. Whether or not a breach is cured within the cure period, if a breach occurs for any reason other than mechanical failure or 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. In the event that the City deducts payment, the City shall provide the District with documentation of the expenses and/or loss of revenue caused by the displacement.

2. If a breach by the District is not cured within the cure period provided above, 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..

3. 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.

4. 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.

Section 13. Civic Center Act. The City acknowledges that under the provisions of the Civic Center Act, commencing with California Education Code 38130 and following, there exists at each and every school facility and grounds of the District a civic center. Nothing in this Agreement shall be interpreted in a manner that violates any provision of the Civic Center Act. Furthermore, notwithstanding any other provision of this Agreement, the City's use of District Facilities shall be subject to, and shall not unilaterally displace, previously scheduled uses under the District's Civic Center Act policies and procedures. To the extent permitted by law, the District's Civic Center Act policies and procedures shall provide priority to the City's uses pursuant to this Agreement over other proposed uses.

Section 14. No Overtime Payments. Nothing in this Agreement shall be interpreted to require the City to pay overtime or other compensation to District staff for performing any obligations under this Agreement.

Section 15. No Obligation to Inspect for Damages. Nothing in this Agreement shall be interpreted to require the City to evaluate school structures or other Facilities for damage, including in the case of natural disasters.

Section 16. Source of Funds. Expenditures by the City under this Agreement shall be appropriated from monies in the City's General Fund, provided that no funds shall be expended which are derived from property taxes. Further, no funds expended under this Agreement shall be derived from assessments based on the value of property within the City or from any monies appropriated by the State of California.

Section 17. Notice. Any notice required by this Agreement shall be served upon the party personally or by overnight courier service during regular business hours and shall be deemed received on the day of delivery. Notices to the City shall be addressed to City Manager, City of Beverly Hills, 455 North Rexford Drive, Fourth Floor, Beverly Hills, California 90210. Notices to the District shall be addressed to Schools Superintendent, Beverly Hills Unified School District, 255 South Lasky Drive, Beverly Hills, California 90212;

Section 18. Amendments to Agreement. Any amendments, modifications or variations from the terms of this Agreement shall be in writing and shall be effective only upon approval of such amendment, modification or variation by the Council of the City and the Board of Education of the District.

Section 19. Loss of Funding. If this Agreement is terminated for any reason prior to the expiration of its term, the payments specified in Section 4 hereinabove for that remaining portion of the Agreement, calculated to the nearest calendar month, shall also be cancelled. Any portion of said payments already paid by the City to the District, for any period during which this

Agreement is no longer in effect, shall be calculated to the nearest calendar month and shall be reimbursed to the City by the District.

Section 20. Reimbursement of Funds. In the event a court of competent jurisdiction holds that any money paid to the District under this Agreement has been expended by the City without proper authority and the court holds either that the money must be refunded to the City by the District and/or individual members of the City Council are personally liable to the City for any such expenditures, the District shall reimburse the City and/or individual members of Council for any such payments up to the amount specified in the judgment, but not to exceed the total payments already made by the City under this Agreement. This section shall survive the expiration or earlier termination of this Agreement.

Section 21. Extension of Term of Agreement. The City and the District shall make reasonable efforts to commence discussions no later than July 1, 2019 regarding whether the term of this Agreement shall be extended. Such decision shall be in the sole discretion of the City. Nothing contained in this Agreement shall be construed to require either the City or the District to extend the term of this Agreement or to enter into a new agreement.

Section 22. Severability Clause. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, only those invalid provisions shall cease and become null and void. Should the exclusion of those provisions render the Agreement contrary to the intent of the parties, the City and the District shall use their best efforts to restructure the Agreement consistent with the original intent of the parties. If the City and the District are unable to agree after utilizing their best efforts, this Agreement shall become null and void upon thirty (30) days written notice, and at the election of, either party hereto.

Section 23. Compliance with Law. In performing its obligations under this Agreement, each party shall undertake its respective activities in compliance with all applicable local, state and federal laws.

Section 24. Interpretation of Agreement. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The section headings are for purposes of convenience only.

Section 25. Entire Agreement. This Agreement represents the entire integrated agreement between City and District, 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 District.

Section 26. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 27. Attorney Fees. In the event that City or District commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

[signatures follow on next page]

Executed on the day and year first above written, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

LILI BOSSE
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

(SEAL)

[signatures continue]

BEVERLY HILLS UNIFIED
SCHOOL DISTRICT

HOWARD GOLDSTEIN
President, Board of Education

MICHAEL BREGY
Secretary, Board of Education

[signatures continue]

Approved as to form:

LAURENCE S. WIENER
City Attorney
Approved as to content:

MAHDI ALUZRI
City Manager

TERRY TAO
District Counsel

MICHAEL BREGY
Superintendent

EXHIBIT A

Designated Point Person and Other Responsible Personnel

(Attached)

EXHIBIT B

Facilities Operating Standards

Access

- A. ADA Compliance. In all events, including during construction periods, the District shall ensure that Facilities used by the City under this Agreement are compliant under the American with Disabilities Act of 1990 (“ADA”), including providing an ADA path of travel. If necessary, remote gate access to the Facilities shall be provided to the appropriate City staff.
- B. Key Card Access. If a key card system is installed at a particular school site, access cards shall be provided to appropriate City staff.
- C. Request for Facilities Use. Except as otherwise provided in paragraphs H through L below, the City shall provide to the District a use schedule including the minimum number of classrooms, fields, and other Facilities needed for City programs at least 90 days prior to the 2018-2019 school year. The District shall confirm availability of the Facility space or discuss acceptable options within 60 days of the City’s request. Once confirmed, the District shall guarantee availability of the Facilities for City programming for a minimum of one year, after which City shall submit a new request. Notwithstanding the foregoing, the City may require additional Facilities to accommodate fluctuations in enrollment in City programs from session to session. In such instances, the District shall provide the additional Facilities unless such availability would interfere with District Activities or a previously scheduled Civic Center Act use. In the event that the District is unable to provide access to any classroom, field, or other District Facility, the designated point person for the District shall confer with City staff to reach an alternative arrangement that will not negatively impact City programs.
- D. Storage. Rooms and District Facilities provided must include adequate and separate storage for City programs based on enrollment and nature of program offered (for example, separate locked storage in ceramics room, Adventure Camp rooms, STAR, Adult Basketball League, etc.). In the event that separate storage space is not available, District shall permit the City to store materials in a locker at City’s own expense.
- E. Telephone Access. The District shall provide operable phones to receive and make calls (to multiple area codes) in all classrooms used by the City. Phone numbers shall be provided to the City to distribute to City Recreation Program participants as appropriate.
- F. Internet Access. City staff working in assigned Preschool or Adventure Camp rooms shall be provided access to District internet/wifi for work-related research and information.
- G. District Staff Time. The City may occasionally require assistance from District staff with respect to operation of audio-visual equipment. In such instances, the District shall make available its staff at District expense, up to 25 hours per year. In no event shall the City pay overtime for AV staff, for services covered under this Agreement.

- H. Restrooms. The District shall make available the restroom facilities closest or in close proximity to City programs for City use. Restrooms shall be cleaned prior to City afterschool and weekend use and remain open until programs are completed.
- I. Weekday Use of Outdoor Facilities. The District may or may not provide access to the Outdoor Facilities located at K-8 school campuses on “Pupil Free Days,” but shall permit the City to use the Outdoor Facilities located at Beverly Hills High School during evening hours on such days.
- J. Library Access. The days and hours that Library Facilities shall be available will be agreed upon by the District Superintendent and the City Manager in writing prior to the beginning of each school year. Provided however, that each of the K-8 school libraries shall be made available for not less than three (3) hours per week and the Beverly Hills High School library shall be made available for not less than six (6) hours per week, after the hours of instruction have ended for the school day. The District shall not be obligated to keep any of its libraries open during weekends, school vacations, State or Federal Holidays, or days that students do not attend school. The District shall immediately inform the City of any changes to the hours.
- a. The District shall provide the physical premises including reading rooms, appropriate library furniture and utilities; maintenance and support services including janitorial services and security as provided in this Exhibit B; the District's children's library collection, including books, periodicals and audio-visual materials; and personnel to operate the library.
 - b. Each of the libraries while open under this Agreement shall be under the supervision of at least one employee of the District. Other personnel shall be assigned to staff the libraries as needed. The District shall have the responsibility and sole authority to make all decisions concerning the operations, including the staffing, of the libraries as appropriate to meet the requirements of this paragraph J. The District shall take appropriate steps to ensure that all personnel working in the libraries during the hours covered by this Agreement have received appropriate background checks and training to work with school age children.
 - c. Notwithstanding the foregoing, the District shall not be obligated to supervise the library during hours that Classes are conducted. The City is responsible for assuring that the library facilities and their collections are properly protected from harm and are not displaced or damaged during City’s Classes.
- K. English as a Second Language Program. The City shall continue its current arrangement of housing English as a Second Language programming at the District Office. Any change to the current class schedule or room, shall require a meet and confer between District and City staff.
- L. Limited Flyer/Banner Distribution. In the event that the City elects to provide publicity for its events in print, the District shall ensure that flyers and/or banners are distributed to the designated classrooms and are on display at the office front counter or designated publicity display at each designated campus. All official notices relating to the City Recreation

Programs shall be posted at each school, provided, however, the District shall approve the location of the posting. During the term of this Agreement, the District shall not permit flyers and/or banners to be distributed at the schools, whether by posting, electronic means, or any other means, for recreation programs and activities that might compete with City sponsored recreation programs and activities.

M. Class Promotions and Demonstrations. The District shall accommodate the City's request to promote new classes through lunch-time and afterschool demonstrations.

Security

A. Opening and Securing Facilities. At District's expense, District staff shall open and close District Facilities on weeknights and weekends. This includes, but is not limited to:

- a. Providing adequate staff to ensure that the gates or entry doors (whichever is applicable) to the classroom, library, and other District Facilities are open and freely accessible to school age residents during the days and hours agreed upon by the District and City, and locked after City's use.
- b. Providing adequate staff to ensure that the gates or entry doors to the Outdoor Facilities are open and freely accessible during the days and times required under this Agreement, and locked after City's use. Unless otherwise agreed to in writing, the procedure for opening and securing facilities shall be standardized across schools.
- c. Ensuring that only authorized persons, as permitted under this Agreement, are using District Facilities. This includes, but is not limited to checking permits and maintaining a visible presence at the District Facilities.

- B. Emergency Preparedness.
- a. The District shall provide City staff with the cell phone number of responsible school personnel after school hours or on weekends in case of emergency.
 - b. The District shall communicate information to designated City staff in the event of an emergency or issue on campus that would affect a City program, class, camp or event. Advanced notice should be provided whenever possible.
 - c. The District shall permit the City to locate emergency containers at each of the District school sites. The District shall provide a location on each campus that is acceptable to the City in size and location.
 - d. The City will provide the district a key for emergency containers.

C. The District shall not relocate the emergency containers without advance notice to the City. In the event that an emergency container must be relocated, the District shall be responsible for moving, emptying, and repacking such container. At all times, emergency containers shall be kept in a location that is accessible to the City.

- D. On a year-round basis, and as needed by the City, the City shall provide City Ambassadors or other designated personnel to verify sports group permits on District fields and/or athletic facilities, up to 39 hours per week. Ambassadors shall not provide any security services for the District.

Maintenance and Repairs

- A. Routine and/or scheduled maintenance shall be scheduled for times that do not conflict with City's scheduled use. In the event that District's scheduled maintenance will conflict with the City's use, the District shall provide at least thirty (30) days advance notice.
- B. District shall maintain District Facilities (e.g. resurfacing of Swim Gym and Upper Gym Courts, sweeping and resurfacing of black top, field maintenance of girls' softball field, removing sharp edges of tile in Swim Gym pool) in a safe condition and make its regular maintenance schedule known to the City. All equipment and technology provided at District Facilities shall be maintained in good working order (e.g. ceramics equipment, photography equipment, etc.).
- C. In the event that the District discovers that District Facilities or equipment used by the City under this Agreement are in disrepair, District shall notify the City of the need for repairs. Unless otherwise approved by the City, District shall make the repairs, to the City's satisfaction, according to the following schedule:
- a. For repairs that can be addressed by District staff ("Minor Repairs"), 7 calendar days from the date of discovery or notice, whichever is earlier.
 - b. For repairs that cannot be addressed by District staff and require an outside contractor ("Major Repairs"), 15 calendar days.
- D. In the event that the City discovers that District facilities or equipment used by the City under this Agreement are in disrepair, City shall notify the District via email. Upon receiving notice, District shall make the repairs, to the City's satisfaction, according the schedule outlined in paragraph C above.
- E. District's failure to make repairs pursuant to paragraphs C and D above shall constitute a material breach subject to the provisions of Section 11 of this Agreement.

EXHIBIT C

Memorandum of Understanding for the CCTV Program

Installation, Setup, and Maintenance

- A. The District desires to install Closed Caption Television (CCTV) cameras at its school sites and seeks the assistance of City police in emergency situations. In order to address real-time emergency situations, the CCTV system shall be set up to allow City police personnel emergency access to live stream footage under the limited circumstances specified below.

- B. The City shall furnish and configure a scalable Milestone Video Management System (VMS) capable of accommodating up to 550 IP-based cameras with disk capacity sufficient for thirteen months of data storage. The VMS shall include emergency web access and/or other federated secure access methodology for police personnel through a user authentication system as determined by the City's best practices for video management systems.
- C. City and District staff shall work together to identify appropriate number of initial cameras to be installed, camera locations, camera type, and general system configurations. Camera models will be driven by the particular mission of the camera as determined by District and City staff. Once a camera location has been identified, the District shall provide the necessary mounting boxes, ethernet cables, media converters, conduits, and network switches based on City specifications. The City will provide equipment necessary for internet service provision. The camera will be the demark point and all required upstream equipment will be the responsibility of the District. Existing IP-based cameras at Horace Mann shall be incorporated into the VMS. As proposed, the system will provide a full-featured video management suite that includes the following high-level functionality:
- a. Ability to view all cameras from any networked PC
 - b. Ability to add/delete users
 - c. Ability to permission users, as appropriate
 - d. Ability to create customized camera views
 - e. Ability to permission users for live view only or live view plus playback
 - f. Ability to permission users to export video data
 - g. Ability to manipulate pan-tilt-zoom cameras
 - h. Ability to physically change fixed camera views
 - i. Ability to review usage logs
- D. Upon installation of the cameras and at intermittent times thereafter, the City shall conduct routine testing and training services for personnel. Access for training or administrative access will be done either before school hours, or after school hours at times mutually agreeable to the City and District. The City shall give 14 calendar days notice of such testing and training. During testing and training exercises, the District shall be responsible for ensuring that no students will be present in areas covered by the camera feeds. To ensure readiness of the system, and to ensure proper operations and training on the system by police personnel, non-emergency, administrative user log-ins to the VMS will be required. Provided however, that access to the system for routine maintenance services shall be done during a mutually agreed upon established maintenance window (e.g. Mondays 6:00 AM to 6:30 AM).

- E. The City shall provide third party Milestone-certified VMS administration, systems administration, and other general maintenance services related to the cameras and camera system. The City shall not store or otherwise retain any video camera footage from the CCTV camera feeds.
- F. Once the initial VMS is established, the City shall increase system capacities up to the 550camera mark based on overall system demand as determined by the City's best practices for VMS. District and City staff shall make all necessary network, firewall, and other security schema changes as specified by the City needed to establish and maintain the system. For resiliency and continuity purposes, the City may elect to establish the system within a secure, dedicated District private cloud environment.

City Access in Emergency Situations

- A. In connection with an emergency and when necessary to protect the health or safety of a pupil or other persons, the District shall allow the City's police personnel to access the District's CCTV camera feeds pursuant to 20 USC Section 1232g(b)(1)(I) and California Education Code Section 49076(a)(2)(A). Except as provided herein, the City shall not access the District CCTV camera feeds without the express written consent of the District. The City shall not download, or otherwise store any video content from the camera feeds unless otherwise authorized in writing.
- B. District shall provide at least five mutually-agreed upon generic external user log-ins to the Milestone Video Management System to police personnel for use in emergency situations.
- C. City's log-in(s) to the Milestone Video Management System shall be recorded by the District. Such log-in(s) constitute the District's release of the video camera records to the City. The District agrees that release in such emergency situations is necessary to protect the health or safety of students and other individuals at the respective school site.
- D. District's release of the video camera feed to the City is for the express purpose of addressing real time emergency situations. Except as otherwise authorized in writing, the City shall not use the video camera feed(s) for any purposes other than for addressing such real time emergency situations.
- E. Except as otherwise required by law or authorized in writing by the District, or for routine administration and maintenance purposes, the City shall not permit any party to access the camera feed.
- F. In the event that viewing the camera feed results in the receipt of a student's personally identifiable information, the City shall not disclose such information from the camera feed to any other third party without the prior consent of the parent or eligible student unless otherwise permitted by 34 C.F.R. § 99.33(b) or required by law.

G. Upon request and provided that such information is in its possession, the City shall provide the District with information regarding person(s) who viewed the camera feed and the interest the person(s) had in accessing the camera feed.

EXHIBIT D

Memorandum of Understanding for the School Liaison Officers Program

- A. District is in need of special services available through the School Liaison Officer (“SLO”) Program.
- B. City employs sworn peace officers specially trained, experienced and competent to provide the Services and City is willing to provide Services to District on the terms and in the manner provided herein.
- C. City and District desire to have a working partnership between the City and the District so as to provide the District with one or more full time sworn officer(s) with the Beverly Hills Police Department (“BHPD”) who shall function as SLOs to promote safety in the learning environment. The services provided by the SLOs shall be limited to District schools in need of an SLO presence, as mutually determined by the City and the District. The services provided by the SLOs are not intended to supplant those provided by any existing District security personnel.
 - a. City shall provide SLOs in accordance with the City’s employment procedures and conditions. City, in its sole discretion, shall determine which SLOs will be assigned to perform the Services.
- D. SLOs shall be stationed in and around the assigned schools, provided however, that such services shall be performed under the supervision and control of the Beverly Hills Chief of Police (“Chief of Police”).
 - a. SLOs shall perform his/her duties in full police uniform. This uniform will include safety equipment designated for use by sworn field personnel pursuant to BHPD policies and practice.
 - b. City shall use its best efforts to ensure that the same person provides Services to the same campus except when he/she is on paid leave or otherwise absent. Subject to provisions of relevant City personnel policies or labor agreements, City shall use its best efforts to schedule SLOs so that at least one SLO is on duty each day that school is in session. However, SLOs shall be available for emergency calls off of the campuses as determined by the Chief of Police.
- E. The duties of the SLOs will primarily include, but will not be limited to:
 - a. Make themselves visible on campus during school hours, and, in doing so, be part of the school crime prevention efforts.
 - b. Establish and maintain a liaison between District and BHPD staff, and elements of the juvenile justice system.

- c. Serve as a resource to District staff including administrators, faculty, and security personnel as well as students and their guardian(s) on all law enforcement-related issues including crime prevention and investigations.
- F. City may, in the sole discretion of the SLO and/or the Chief of Police, perform the following discretionary services:
 - a. Conduct patrol activity in and around the designated campuses.
 - b. Conduct preliminary and follow-up investigations of crimes that occur on or near the designated campuses.
 - c. Additional security services requested by the District. District may request in writing that City provide additional services by an SLO during evening or weekend events such as PTA meetings, Back-to-School Nights, Open House(s), sporting event(s), dance(s), prom(s) or other District sponsored events that are not covered by this Memorandum of Understanding. In such cases, the Chief of Police may agree to provide the requested services. District shall pay City all costs that City incurs in providing the additional requested services by the District representative in excess of the amount authorized in Section 6.D of this Agreement. The District understands that City is generally required to pay SLOs at least one and one-half (1½) times their regular rate of pay for overtime.
- G. The District shall perform the following mandatory services:
 - a. Designates its Director of Student and Community Services, or an alternate as designated by the Superintendent, as a liaison to the BHPD. The Director or his/her designee shall: 1) facilitate communication between District personnel and the SLOs; and 2) help coordinate the SLOs' activities with District activities and events.
 - b. District staff shall cooperate with the SLOs as requested.