

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 2023-24, 2024-25, AND 2025-
26

NAME OF CONTRACTOR: Beverly Hills Unified School District

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Dr. Michael Bregy, Superintendent of Schools

CONTRACTOR'S ADDRESS: 255 South Lasky Drive
Beverly Hills, CA 90212
Attention: Dr. Michael Bregy, Superintendent
of Schools

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Stephanie Harris, Director of
Community Services

COMMENCEMENT DATE: October 1, 2023

TERMINATION DATE: June 30, 2026

CONSIDERATION: Joint Powers Agreement:
FY 2023-24: \$13,400,000.00 and \$300,000.00
for Crossing Guard reimbursement, inclusive of
summer months for a total not to exceed:
\$13,700,000.00.

FY 2024-25: \$13,800,000.00 and \$300,000.00
for Crossing Guard reimbursement, inclusive of
summer months for a total not to exceed:
\$14,100,000.00.

FY 2025-26: \$14,200,000.00 and \$300,000.00
for Crossing Guard reimbursement, inclusive of
summer months for a total not to exceed:
\$14,500,000.00.

Appropriated Security Deposit Funds:
\$100,000.00 per fiscal year (held by City)

Purchase and installation of CCTV cameras: A one-time cost Not to Exceed \$1,900,000.00 (paid by City)

On-going maintenance/administration of CCTV cameras: Not to exceed \$50,215.00 per fiscal year (paid by City)

THIS AGREEMENT is made and entered into this _____ date of _____, 2023, (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 I, Division I, Part 7, Chapter 10 of the California Education Code (commencing with section 10900), Title I, Division 7, Chapter 5, Article I 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, gymnasiums, wrestling rooms, weight rooms, 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 Annex" shall be defined as a classroom building on Moreno Avenue;

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

"Federal, Local, or State Holiday" shall be defined as provided in Section 5.A.7.

"Force Majeure" shall be defined as provided in Section 11;

"Library Facilities" shall be defined as provided in Section 5.A.9;

"Non-School Hours" shall be defined according to the following schedule:

TK – 5 Schools :

Monday through Friday and Local Holidays: 4 PM to Sunset (Horace Mann until 9pm)

Saturday and Sunday: 7am to 6pm

Beverly Vista Middle School:

Monday through Friday and Local Holidays: 5pm to Sunset

Saturday: 7am – 6pm

Sunday: 7am – 6pm

Beverly Hills High School:

Monday through Friday, Local Holidays: 6pm to 10pm

Saturdays: 7am – 6pm

Sundays: 7am – 6pm

Note: There will be times that "District Activities" may occur during non-school hours. These activities will be scheduled well in advance so as not to interfere as much as possible with the City's programs.

"Outdoor Facilities" shall be defined as provided in Section 5.A.7;

"School Hours" shall be defined as any time periods that are not designated as Non-School Hours by this Agreement.

"Summer Camp Facilities" shall be defined as provided in Section 5.A.8

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. This list shall be updated at least once per Fiscal Year, and within a reasonable time of any changes in such personnel. For urgent matters or day-to-day logistical issues, the City designee at each District facility shall communicate with the site's Principal and/or Assistant Principal. For any major changes to programming, access to facilities, or matters affecting programming, both City designee and District designee shall communicate changes to the co-administrators of this agreement. District shall provide custodial, security, and any other necessary personnel while Facilities are in use under this Agreement.

C. Emergency and Natural Disaster. The City shall provide emergency and natural disaster personnel for each City Recreation Program at District Facilities. The number and composition of such City personnel shall be determined at the sole discretion of the City. District shall communicate best practices for emergency and natural disaster purposes to City staff working on District Facilities. District shall provide access to technology systems, data bases, and training to City emergency and natural disaster personnel to integrate emergency and natural disaster response among City and District personnel. City shall keep the District updated on any changes in personnel and points of contact for City personnel at each District site. Nothing in this agreement shall obligate the City to provide any emergency or natural disaster personnel for any District event or any event other than a City Recreation Programs.

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 enter and maintain current schedules on the online system beginning September 1, 2023.

Section 3. Term and Termination. The term of this Agreement shall be from October 1, 2023 to and including June 30, 2026 ("Term"), 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 2023-24: \$13,700,000.00

FY 2024-25: \$14,100,000.00

FY 2025-26: \$14,500,000.00

Either the City or the District may request that this amount be reviewed and adjusted for each fiscal year after Fiscal Year 2023-24. Any request for review shall be made in writing and shall be delivered at least 180 days prior to the end of the current fiscal year. Any change to the payment structure must be established through a mutual written agreement between the City and the District.

Except for the first quarter payment of this agreement for August 1, 2023, all other payments shall follow the schedule outlined below. The first quarter payment of this agreement was through amendment No. 1 to Agreement #363-20 dated, July 3, 2023 and identified as agreement #353-23. The balance of the FY 2023-2024 first quarter payment is \$472,018.37 and shall be paid upon execution of this agreement and as further described in Exhibit E of this agreement.

Each annual payment shall be divided into four quarterly payments made on August 1, November 1, February 1, and May 1 and as further described in Exhibit E of this agreement. 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. Quarterly payments made to the District, as described in Exhibit E, include funding for crossing guard services at the intersections listed in Exhibit F of this agreement. These crossing guard services shall be provided during the regular school year, as well as during the summer months when city summer camps and/or preschools are in session.

FY 23-24: Not to exceed \$300,000.00, inclusive of summer months

FY 24-25: Not to exceed \$300,000.00, inclusive of summer months

FY 25-26: Not to exceed \$300,000.00, inclusive of summer months

C. Security Deposit. The City shall annually appropriate Security Deposit 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 or paying for incidental costs incurred to make District Facilities suitable and available for the City's use. 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 or incidental costs that relate to making the District Facilities suitable and available for the City's use under this Agreement and upon presentation of documentation supporting the cost of the

repair(s) or incidental cost. Notice of any damage or incidental cost must be delivered to the City no later than 10 days after the discovery of the damage or need for incidental cost.

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. If the District denies the City's request for use of a facility specified below, it shall provide the City with written notice of denial, including the reasons for the denial, no later than 24 hours after the District's decision to deny the request.

1. District Facilities. The District shall make available to the City all recreational and classroom facilities at the District's Beverly Hills High School, Beverly Vista Middle School, El Rodeo Elementary School, Hawthorne Elementary School, Horace Mann Elementary School, and the District Office Annex (the "District Facilities"), including but not limited to athletic fields, play yards and play equipment, gymnasiums, locker and shower rooms, swimming pool, tennis courts, track, 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, such as Boys and Girl Scouts meetings, ("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. If any District Facility is under construction, inoperable, or otherwise unable to be used for City Recreation Programs pursuant to this Agreement, the District shall (i) notify the City in writing as soon as possible, (ii) update the shared calendar to reflect any such construction or unavailability and for the entire duration of any disruption in availability of any District Facility, provide similar District Facilities to avoid disruption in City Recreation Programs.

2. District Activities. 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 hour notice, with the exception of playoff games, as provided in Section 5.A.5 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, Enrichment, Camps, Sports and Aquatics Programs, are sponsored by the District, are covered under the District's insurance policy, and are approved by the District's Superintendent in advance, no less than six months prior to the activities' expected start dates. In the event of a third party facility request to the District, the District shall confer with the City on all such requests to insure that the request does not interfere with any city program or event.

3. Competing Programs. Competing programs may include, but are not limited to, (a) programs, activities, or camps that serve a specific age group during non-school hours if the City already offers similar programming serving that age group; and/or (b) sports and day camps that are being offered by the City during the summer, including specialty classes, or programming, such as Lego or Engineering Camp, STEAM classes and camps, and enrichment programs and sports camps, including

multi- and single-sport camps. The City and the District will confer on any program/camp that may be considered in conflict with an existing program. If either party decides to start a new program/camp, they will meet to confer if the program/camp can move forward and will not be considered in conflict with either party's programs/camps. Any camp under "District Activities" that is conducted by BHUSD/BHEF/Parent Teacher Student Association for BHUSD students/athletes who will compete or tryout for the BHUSD educationally based athletic program and is staffed by BHUSD coaches/teachers will be allowed, provided the said camps are only offered to middle school through high school student/athletes who attend BHUSD schools.

4. Licensed Preschools. The City shall operate a State Licensed Preschool at Hawthorne for the 2023-24 school year. The City shall operate two State Licensed Preschools at locations mutually agreed upon in writing by City and District beginning at least ninety days before the start of the school years 2024-25 and 2025-26. The specifics of a program in which all District preschool students will have access to City Preschool classes and activities will be determined in collaboration between City and District by a side letter.

5. Priority of Use for District Facilities.

a. The District shall have first priority use of District Facilities during School Hours, except where State Licensed City preschools operate in dedicated classrooms from 8:00AM - 3:00PM daily, year-round. City will retain first priority use within the Preschool Classrooms and thereby, the classrooms may not be authorized for use by District Activities or any other activities.

b. The District shall have first priority use of District Facilities during School Hours, except where mutually agreed upon space and time has been designated for afterschool programming.

c. The City will have first priority use of District Facilities during all Non-School Hours. Third-party use of District Facilities for third-party activities shall not occur during the City's scheduled use of facilities, or during drop-in community use times. Third-party uses must be approved by the District. The District will confer with the City on any such requests to use District Facilities by any third party. The District will communicate any such requests at least one month before the expected third-party activity date in order to coordinate and preserve access for City use and community drop-in use of District Facilities.

6. Scheduling. The District shall confer with the City regarding use of any District Facilities scheduled for use by the City, including for all District Activities during non-school hours, at least seven (7) days prior to scheduling such activities. The District must provide the City with written notice of the expected times and facilities used for these activities, so that the City can adjust its scheduled use as necessary. 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 seven days in advance, the District shall notify the City as soon as it receives notice of the same and work with the City to identify an alternate location to conduct any scheduled City activities.

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

a. Except as necessary to avoid conflict with District Activities, the District shall make available year-round, during Non-School Hours, weeknights, and weekends, its outdoor athletic fields and play yards at the District's Beverly Hills High School, Beverly Vista Middle School, El Rodeo Elementary School, Hawthorne Elementary School, and Horace Mann Elementary School ("Outdoor Facilities") for use by the community on a drop-in basis ("drop-in use"), provided that the

District shall not allow adult groups to use the outdoor fields located at the K-5 school campuses and shall not allow youth and adult groups to simultaneously use the same field at Beverly Hills High School. When there is no scheduled field use, the Outdoor Facilities are presumed available for drop-in use in compliance with the conditions of this Paragraph. Whenever Outdoor Facilities are available for drop-in use, the District shall comply with the access, security, maintenance, and other provisions set forth in Exhibit B, including by providing security personnel to monitor use and provide access and security services. City shall have Ambassadors present when sports leagues, permitted activities, or any other scheduled programs outside of the times when the City is using the District Facilities for City Recreational Programming to monitor permits and registration. Nothing in this paragraph shall require the District to provide Outdoor Facilities on any Local, California state or federal holiday as identified by Beverly Hills Unified School District, 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 or the weekend prior to the holiday if said holiday falls on a Monday (hereafter a "Local, State or Federal Holiday") and as further described in Exhibit B of this Agreement.

b. District shall provide one pickleball location at Beverly Hills High School (upper field area) lined per official court dimensions by the end of the 2023-2024 school year. District shall be solely responsible for lining the court per official court dimensions and shall provide storage for associated equipment. District and City shall revisit adding additional courts after one year of operation.

8. Summer Camp Facilities. The District shall provide the City with access to the Beverly Hills High School Campus and the Beverly Vista Middle School campus for a minimum of eight (8) weeks each summer for summer camp programming, as well as access to a TK-5 school campus for summer pre-school programming ("Summer Camp Facilities"). In making available the Summer Camp Facilities, the District shall comply with the access, security, maintenance, and other provisions set forth in Exhibit B.

9. 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, Beverly Vista Middle School, El Rodeo School, Hawthorne School, and Horace Mann School ("Library Facilities") for a minimum of three (3) hours per week at each of the TK-5 locations and a minimum of six (6) hours per week at Beverly Vista Middle School and Beverly Hills High School after the hours of instruction have ended for the school day. In making available the Library Facilities, the District shall comply with the access, security, maintenance, and other provisions set forth in Exhibit B. 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.

10. Parking Facilities. The District shall guarantee use of Beverly Hills High School, El Rodeo School, Hawthorne School, Horace Mann School, and Beverly Vista Middle School parking lots and parking facilities during Non-School Hours, 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. 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.

11. 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 Middle 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. District shall notify the City, a minimum of 48 hours in advance, regarding any training exercises or drills that will occur on school sites during non-school hours. Active Shooter training should not be held during the City's scheduled use of District Facilities.

c. In the case of a Federal, Local, or State declared emergency, the City may use District Facilities for the sheltering of persons and any other use related to the emergency.

12. 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. If the City's activities result in substantial damage to District Facilities, the City will be responsible for any additional costs directly and solely the result of the City's activities. Additionally, if community drop-in use of a particular District Facility results in excessive wear to and excessive amounts of trash at that Facility, the District shall inform the City that community drop-in use may be cancelled at that particular Facility. The District and the City will confer regarding any proposed cancellation of community drop-in use before the cancellation becomes effective.

13. 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 Federal, Local, or State 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, with the exception of playoff games. The 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 13 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. The District shall own the data collected from CCTV recordings.

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

4. Limited Flyer/Banner Distribution.

a. Flyers. In the event that the City elects to provide publicity for City Recreation Programs in print, the District shall ensure that flyers are distributed to the designated classrooms and are on display at the office front counter or designated publicity display at each designated campus. During the Term of this Agreement, the District shall not permit flyers to be distributed at the schools, whether by posting, electronic/digital means, or any other means, for recreation programs, enrichment classes, camps and activities that may compete with City sponsored recreation programs and activities.

b. Banners. All official notices relating to the City Recreation Programs shall be posted at each school, provided, however, that the District shall approve the location of the posting. During the Term of this Agreement, the District shall not permit banners to be posted for recreation programs, enrichment classes, camps and activities that might compete with City sponsored recreation programs and activities. All banners must follow District guidelines as listed below:

- i. All Banners and signs must be professional in appearance.
- ii. All banners and signs must be approved by the Principal's office prior to posting.
- iii. Each site will designate a specific location in which banners and signs may be posted, and all banners and signs will be posted only in that area.
- iv. Banners will not be posted for longer than 4 weeks without specific permission from the district or site.
- v. Before posting banners or signs, a specific removal date will be assigned.
- vi. Banners will be removed within three days of the removal date. City and District/site banners will be removed by District staff and stored for return to the appropriate department. Other banners or signs will be removed by the removal date by the organization posting them; if banners are left hanging after that date, District staff will remove and discard them.
- vii. No more than 7 banners may be hanging at any school site at one time.
- viii. The preferred size of banners will be 2' X 6', and no banners will exceed 4' X 8'.

The Principal may make exceptions to the requirement in order to avoid placing undue hardship on non-profit organizations which had banners printed prior to September 2009.

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 work with District liaisons and school Assistant Principals to 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. Upon request from the District, the City shall confirm whether persons seeking a permit are City employees. The District may refuse to provide priority to any City employee for cause, including, but not limited to, if the District determines that the child for whom enrollment is sought has a disciplinary history that would otherwise preclude enrollment.

City shall follow the District's Interdistrict Attendance Policy (AR 5117), adopted January 26, 2016, revised June 14, 2022, as stated below.

The Superintendent or designee may approve an interdistrict attendance permit for a student for any of the following reasons:

1. To allow children of individuals employed by Beverly Hills Unified School District or by the City of Beverly Hills to attend schools within the district.
 - a) Children of employees of the District or the City of Beverly Hills who are employed one-half time or more in a regular assignment, and who have been released pursuant to an interdistrict permit by the school district of residence, shall be considered to be resident children and, as long as they meet the requirements of the Interdistrict Attendance Policy, shall be automatically enrolled as students of the District. This provision does not include children of substitute employees, consultants, at-will employees, or adult education teachers employed by the District.
 - b) Children of District employees who have permits to attend District schools may participate in the school of choice program, based upon space availability, of the upcoming school year, following the granting of school of choice for students residing in the District, based upon space availability.
 - c) Children of District employees who are attending BHUSD schools on permits may complete the school year during which their parent ceases employment.
 - d) Children of employees of the District and of the City of Beverly Hills who are attending BHUSD schools while not residing within district boundaries must follow the criteria established by the District and listed in Section II of the Interdistrict Attendance Policy in order to maintain attendance in BHUSD.

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 Assistant Superintendent of

Education Services 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. Participation in District Safety or Fire Drills The District shall include the City's licensed Preschools in all safety or fire drills that occur at each District Facility, and shall provide the City's on-site staff with written notice of upcoming drills at least seventy-two (72) hours in advance of the scheduled drill date.

9. Cable Television Programming.

a. The District shall provide programming, or make available to the City air time for City programming, for a minimum of Five Hundred Twenty (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 Five Hundred Twenty (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 (5) days per week, provided however, that the District need not broadcast more than thirty (30) 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 Resource 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 Resource Officers ("SROs"). The SROs 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 Resource 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.

E. Use of City Facilities. District may request to use the City's sand courts, tennis courts, and basketball courts at facilities owned by City ("City Facilities") in writing at least thirty (30) days prior to the date being requested. City may grant such a request in its sole discretion and shall provide a written notice of its decision on the request. If City denies the request the written notice shall include the reasons for the denial and be provided no later than 24 hours after City's decision to deny the request.

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 attorneys' 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, Beverly Vista Middle School, El Rodeo Elementary School, Hawthorne Elementary School, Horace Mann Elementary School, and the District Annex.

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. City agrees to require all third party organizations which the City authorizes to use District Facilities to execute a document stating the following:

[Name of the Organization] agrees to hold harmless, defend, and indemnify the Beverly Hills Unified School District, including its Board members, agents, officers, employees, and representatives, and the City of Beverly Hills, including its agents, officers, employees, and representatives against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, or loss was solely due the sole negligence or willful misconduct of the Beverly Hills Unified School District or the City of Beverly Hills), whenever such injury, death, loss, damage, or claim is a consequence of, or arises out of use of or access to the District Facilities as [Name of District Facilities], by [name of organization] or its agents, officers, employees and representatives.

D. 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. Any City-sponsored activities occurring on District Facilities shall be covered by the City's insurance, or by the insurance of the Third Party using District Facilities.

Section 9. Annual Compliance Review. The District and City shall conduct quarterly meetings to ensure compliance with this Agreement. Such quarterly meetings shall occur in accordance with Exhibit E. Prior to the beginning of each fiscal year, but in no event no later than May 1st, the Director shall provide a report to the City Manager and the District Superintendent on 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 retain, protect and maintain in an accessible location complete and accurate records, including paper, electronic and computer records and invoices, of any expenditures or disbursements for payments provided for in Section 4 and with respect to all matters covered under this Agreement. The District shall maintain such records for a period of five years after receipt of final payment under this Agreement. All such records and invoices shall be clearly identifiable. District shall make all such records and documents available for inspection, copying, or other reproductions, and auditing by authorized representatives of City, including the City Manager or designee, free of charge. District shall make available all requested data and records at reasonable locations within the County of Los Angeles at any time during normal business hours, and as often as City deems necessary. If records are not made available within the County of Los Angeles, District shall pay City's travel, hotel and meal costs to the location where the records are maintained. 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 (10) 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.

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, pandemics, 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. The Parties hereby acknowledge that the Coronavirus (COVID-19) qualifies as a "pandemic" as set forth with the following requirements. Both Parties shall work together in good faith to ensure compliance with any regulation, requirement, or guidelines issued by any

government agency related to the COVID-19 virus applicable to any activity authorized by this Agreement including but not limited to, implementing social distancing measures and requiring masks during any property use. In the event the district, at its sole discretion, determines that any scheduled event or activity pursuant to this Agreement must be cancelled or revised due to current or future COVID-19 conditions, District shall notify the city in writing and the Parties shall work together in good faith to modify this Agreement or any specific use to address COVID-19 safety concerns.

Section 12. Breach, Default and Remedies.

A. If, at any time, either party determines that the other party has failed to perform a material term or provision of this Agreement, then the party identifying the alleged breach shall provide written notice to the other party specifying in detail the nature of the alleged breach and the manner in which the alleged 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, 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 unless the breach has been cured before such meeting.

1. Whether or not a breach is cured within the cure period provided in this Section 12.B., 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, including City Recreation Program, 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 (\$175.00) 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 in this Section 12.B, 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 (\$750.00) 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 12.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, including City Recreation Program, 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 12.A and this Section 12.B, the parties shall have all of the remedies available at law or equity. The remedies set forth in this Section 12.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, California Education Code 38130 et seq., 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 any other compensation whatsoever 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 District 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 Term, 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, 2024 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. Invalidity of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect. 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 the City and the District, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument pursuant to Section 18.

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. Attorneys' Fees. In the event that the City or the District commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 28. Nondiscrimination. In the performance of this Agreement, the parties assure that no person shall, on the basis of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by the Agreement, as required by Title VI of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987, and Federal Executive Order 12898 (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations). The parties shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law, and shall take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin,

ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

[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

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California


ATTEST:

(SEAL)
HUMA AHMED
City Clerk

BEVERLY HILLS UNIFIED SCHOOL DISTRICT



NOAH MARGO
President, Board of Education



MICHAEL BREGY
Secretary and Superintendent, Board of Education

(Signatures continue)

APPROVED AS TO FORM:

Laurence S. Wiener

LAURENCE S. WIENER
City Attorney

Jabari Willis

JABARI A. WILLIS
District Counsel Superintendent

APPROVED AS TO CONTENT:

NANCY HUNT-COFFEY
City Manager

Sharon L'Heureux Dressel

SHARON L'HEUREUX DRESSEL
Risk Manager

EXHIBIT A

Designated Point Person and Other Responsible Personnel

District Co-Administrator: Dr. Michael Bregy, Superintendent of BHUSD Schools

District Co-Administrator: Raphael Guzman, Assistant Superintendent of Business Services

District Designated Point Person, Facilities: Timothy Ellis, Executive Director of Athletics/JPA.

District Designated Point Person, Security: Mark Mead, Executive Director of School Safety

District Designated Point Person, Scheduling: Laura Mendoza, Athletic Operations Specialist

City Co-Administrator: Stephanie Harris, Director of Community Services

City Co-Administrator: Patty Acuna, Assistant Director of Community Services

City Designated Point Person, Facilities: Adrine Ovasapyan, Recreation Services Manager

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. If a key card system is installed at a particular school site, access cards shall be provided to the appropriate City staff.
- B. Request for Facilities Use. Except as otherwise provided in paragraphs H through J below and playoff games, for Fiscal Year 2023-24, the City shall provide to the District a use schedule including the minimum number of classrooms, field, and other Facilities needed for City programs at least ninety (90) days prior to the start of the school year. The District shall confirm availability of the Facility space or discuss acceptable options within fifteen (15) days of the City's request and shall provide the District's athletic sports schedule for Fiscal Year 2023-24 at the same time. Once confirmed, the District shall guarantee availability of the District Facilities for City programming for the term of the school year.

For Fiscal Years 2024-25 and 2025-26, except as otherwise provided in paragraphs H through J below and playoff games, 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 sixty (60) days prior to the start of the school year. The District shall confirm availability of the Facility space or discuss acceptable options within thirty (30) days of the City's request and shall provide the District's athletic sports schedules for Fiscal Years 2024-25 and 2025-26 at the same time. Once confirmed, the District shall guarantee availability of the District Facilities for City programming for the term of the school year. 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.

- C. Storage. Rooms and District Facilities provided must include adequate and separate storage for City programs based on enrollment and nature of program offered including any third party vendor/instructor contracted by the City. In the event that separate storage space is not available, the District shall permit the City to store materials in a locker at the City's own expense.
- D. Telephone Access. The District shall provide operable phones to make calls (to multiple area codes) in all classrooms used by the City. The City shall provide staff with cell phones to be able to receive phone calls from parents of participants in, staff assigned to, and/or participants in City Recreation Programs.
- E. Internet Access. City staff working in assigned Preschool or Adventure Camp rooms shall be provided access to the District's internet and/or wi-fi network for work-related research and information, including access to any passwords needed to access the District's internet and/or wi-fi network.

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- F. 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 the District's expense, up to twenty (25) hours per year, subject to the specific terms and conditions of the employment terms of the District's staff. In no event shall the City pay overtime for any District staff for services covered under this Agreement.
- G. Restrooms. The District shall make available the restroom facilities closest or in close proximity to City Recreation Program for City use by City Staff and participants in City Recreation Programs. Restrooms shall be cleaned prior to City afterschool and weekend use throughout the school year, and shall remain open until the City's programs are completed.
- H. Weekday Use Facilities. The District shall provide access on "Pupil Free Days", including winter break, spring break, and local holidays, to TK-5 facilities, Beverly Vista, and Beverly Hills High School for drop-in use by the City. These days will be treated as School days in terms of the hours of availability, exclusive of the summer months. Local Holidays shall be identified as:

Rosh Hashanah as observed by District

Yom Kippur as observed by District

Juneteenth - June 19th

- I. 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-5 school libraries shall be made available for not less than three (3) hours per week and the Beverly Hills High School library and Beverly Vista Middle School shall each be made available for not less than six (6) hours per week, after the hours of instruction have ended for the school day consistent with Section 5.A.9 of this Agreement. The District shall not be obligated to keep any of its libraries open during pupil free days, local holidays, weekends, school vacations, Federal, Local, or State 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 I. 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.

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- 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.
- J. Adult Education. Only for the 2023-24 school year, the City shall continue its arrangement of housing Adult Education programming at the District Office. The City shall have use of the District Annex Monday through Thursday if space allows. Any Adult Education programming taking place at a District Facility shall be scheduled during non-school hours or at an area designated for this specific purpose away from student traffic. The housing of adult education for school years 2024-25 and 2025-26 shall require a meet and confer between the District and the City's staff.

Security.

- A. Opening and Securing Facilities. At the District's expense, the District's staff shall open and close District Facilities on weeknights and weekends. This includes, but is not limited to:
 - 1. Providing adequate staff to ensure that the gates or entry doors to the classroom, library, and other District Facilities, including available parking lots, are open and freely accessible to school age residents during the days and hours agreed upon by the District and the City, and locked after the City's use, including community drop-in use.
 - 2. Providing armed security staff at the same level and quality as provided for the school day to ensure that the gates or entry doors to the Outdoor Facilities are open, secure, and freely accessible during the days and times required under this Agreement, and locked after the City's use. Unless otherwise agreed to in writing, the procedure for opening and securing facilities shall be standardized across schools.
 - 3. Ensuring that only authorized persons, as permitted under this Agreement, are using District Facilities. This includes, but is not limited to checking and enforcing permits (except as provided in Paragraph 4 of this section) and maintaining a visible and engaged presence at the District Facilities. At minimum, the District shall maintain the same level and quality of security during after-school and weekend events as it does during school hours. If the City is notified that security during City Recreational Programs does not satisfy the conditions of this paragraph, the City can notify the District of their security concerns and the District will address those concerns.
 - 4. 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 the District's fields and/or athletic facilities, up to 39 hours per week. Ambassadors shall not provide any other security services.
- B. Emergency Preparedness.
 - 1. 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.
 - 2. The District shall communicate to any City employees designated to staff City programs any necessary information about an emergency or issue on campus that would affect a

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City program, class, camp or event. Advance notice of at least 72 hours should be provided whenever possible.

3. The District shall permit the City to locate emergency containers at each of the District's school sites. The District shall provide a location on each campus that is acceptable to the City in size and location.
 4. 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.
- E. All phone calls and verbal communication between City and District staff regarding security matters shall be followed up via email and include any and all staff involved no later than 48 hours after the conversation has taken place.

Standard of Care, 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 thirty (30) days advance notice via email.
- B. Routine Maintenance: Routine maintenance shall include all of the following:
- a. For TK-5 schools and Beverly Vista Middle School, the provision of janitorial services including but not limited to vacuuming carpets, mopping wet floors, emptying and removing trash regularly, and sanitizing to prevent the spread of infectious diseases. These services shall be provided to year-round City-operated services at school facilities, including the City's preschool program.
 - b. For Beverly Hills High School, the janitorial services in Section A.1.a above and the provision of custodial services in the swim gym restrooms, locker areas and shower areas, including restroom area adjacent to pool deck. These custodial services shall include cleaning and disinfecting showers, restroom facilities, floors, and sanitizing to prevent the spread of infectious diseases. The District shall perform a deeper cleaning prior to the summer aquatics programs which begins in June. This deeper cleaning may include steam cleaning of all tile and floors in locker rooms, sanitizing to prevent the spread of infectious disease, and performing any minor repair and beautification as needed, including changing burned out light bulbs, repairing broken fixtures, clearing drains of debris and bugs, and touching up painting.
 - c. For all upper gyms that are scheduled for use by the City, the District's staff shall sweep floors, remove all trash, and empty trash cans before City use begins, unless the City use is scheduled immediately after a District Activity such that it is impossible for the District

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to perform intervening janitorial services. In such instances, the District shall provide additional trash cans and floor sweeping equipment to accommodate the City's use.

- d. The District will remove existing debris from window grates, and regularly clean window grates to keep them free of debris.
- C. 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. Once each year, by December 1, the District shall identify two weeks during which District Facilities will be closed for annual preventative maintenance, as well as deep cleaning for both swim gym and upper gyms. The City will be provided with written notice of the annual closure no later than six months prior to the scheduled start date of the annual closure. After this notice has been sent, the District must notify the City promptly of any expected changes to the dates of the annual closure. Any changes to the scheduled annual closure must be approved by both the District and the City.
1. Once every two years, beginning with Fiscal Year 20/21, the District shall resurface the floors of all upper gyms, and perform any cleaning and maintenance or repairs to the swim gym, including to the pool. Additional repairs to these facilities will be conducted on an as-needed basis.
- D. All equipment and technology provided at District Facilities shall be maintained in good working order (e.g. ceramics equipment, photography equipment, etc.).
- E. 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:
1. For repairs that can be addressed by District staff ("Minor Repairs"), repairs must be complete within 7 calendar days from the date of discovery or notice, whichever is earlier, if any parts, tools, or equipment required for said repair are readily available. If any parts, tools, or equipment needed for said repair are not readily available, District must communicate this to the City and provide an approximate time for the repair.
 2. For repairs that cannot be addressed by District staff and require an outside contractor ("Major Repairs"), repairs must be complete within 15 calendar days from the date of discovery or notice, whichever is earlier, if any parts, tools, or equipment required for said repair are readily available. If any parts, tools, or equipment needed for said repair are not readily available, District must communicate this to the City and provide an approximate time for the repair.
 3. District notes that repairs on buildings that are 80 plus years old are sometimes dependent upon securing a vendor and/or parts that can repair the Facility to working order. The procuring of such vendors and/or parts may not be able to fit into the above guidelines. The District reserves the right to repair the said Facility as quickly as is possible noting that the repairs may take longer than expected. If any repairs subject to this paragraph

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result in facility closures of more than 15 days, the District shall meet with the City to discuss cure provisions and plans for reopening the facility.

4. For repairs that require a facility closure of more than 15 days, the District shall meet with the City to discuss cure provisions and plans for reopening the facility.
- F. 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 promptly via phone and email. Upon receiving notice, District shall make the repairs, to the City's satisfaction, according the schedule outlined in paragraph C above.
 - G. District's failure to make repairs pursuant to paragraphs C and D above shall constitute a material breach subject to the provisions of Section 12 of this Agreement.

EXHIBIT C

Memorandum of Understanding for the CCTV Program

Installation, Setup, and Maintenance.

- A. The District desires to install additional 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) with disk capacity sufficient for thirteen months of data storage. The VMS shall include those camera views previously installed pursuant to prior agreements between the City and District. The total cost of the additional cameras, disk storage, and professional services in support of the camera-view VMS system shall not exceed a three-year total of \$1,900,000. The VMS shall include web access and 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. The City and the District's staff shall work together to identify an appropriate number of additional 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 the District and the City's 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 the City's 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. As proposed, the system will provide a full-featured video management suite that includes all the following high-level functionalities:
 - 1. Ability to view all cameras from any networked PC;
 - 2. Ability to add/delete users;
 - 3. Ability to permission users, as appropriate;
 - 4. Ability to create customized camera views;
 - 5. Ability to permission users for live view only or live view plus playback;
 - 6. Ability to permission users to export video data;
 - 7. Ability to manipulate pan-tilt-zoom cameras;
 - 8. Ability to physically change fixed camera views; and
 - 9. 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

EXHIBIT C

will be done either before school hours, or after school hours at times mutually agreeable to the City and the District. The City shall give at least 14 calendar days' notice of such testing and training. During such testing and training exercises, the District shall be responsible for ensuring that no students will be present in areas covered by the camera feeds. Or, by mutual agreement with the City and District, appropriate police (or their RTWC designees) may test and train during school hours with students provided both the City and District train and communicate simultaneously throughout the exercise. 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, network administration, and other general maintenance services related to the cameras and camera system. The cost of this Milestone-certified VMS administration shall be capped at \$50,215 per year.
- F. The City shall increase system capacities up to the 1000 camera mark based on overall system demand as determined by the City's best practices for VMS. The District and the City's 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, District-dedicated 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 any video content from the camera feeds unless otherwise authorized in writing. The Parties shall work together to ensure any image or information obtained through the cameras provided herein comply with all applicable regulations regarding confidential student records.
- B. The District shall allow an appropriate number of external user log-ins to the Milestone Video Management System to police personnel for use in emergency situations.
- C. The City's log-in(s) to the Milestone Video Management System shall be recorded by the City and made available to the District upon request. 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. The 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.

Exhibit C

-2-

- 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 C

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EXHIBIT D

Memorandum of Understanding for the School Resource Officers Program

- A. The District is in need of special services available through the School Resource Officer ("SRO") Program.
- B. The City employs sworn peace officers especially trained, experienced and competent to provide the Services, and the City is willing to provide Services to the District on the terms and in the manner provided herein.
- C. The City and the District desire to have a working partnership 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 SROs to promote safety in the learning environment. The services provided by the SROs shall be limited to school campuses in need of an SRO presence, as mutually determined by the City and the District. The services provided by the SROs are not intended to supplant those provided by any of the District's existing security personnel.
 - 1. The City shall provide SROs in accordance with the City's employment procedures and conditions. The City, in its sole discretion, shall determine which SROs will be assigned to perform the Services.
- D. SROs shall be stationed in and around the assigned schools during school hours Monday through Friday, provided however, that such services shall be performed under the supervision and control of the Beverly Hills Chief of Police ("Chief of Police").
 - 1. SROs shall perform their duties in full police uniform. This uniform will include safety equipment designated for use by sworn field personnel pursuant to BHPD policies and practice.
 - 2. The City shall use its best efforts to ensure that the same person provides Services to the same campus except when they are on paid leave or otherwise absent. Subject to provisions of relevant City personnel policies or labor agreements, the City shall use its best efforts to schedule SROs so that at least one SRO is on duty each day that school is in session. However, SROs shall be available for emergency calls off the campuses as determined by the Chief of Police.
- E. The duties of the SROs will primarily include, but will not be limited to:
 - 1. Check in with Director of School Safety via text upon arrival to any District campus.
 - 2. Make themselves visible on campus during school hours, and, in doing so, be part of the school crime prevention efforts.
 - 3. Establish and maintain a liaison between District and BHPD staff, and elements of the juvenile justice system.
 - 4. 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.

Exhibit D

F. City may, in the sole discretion of the SRO and/or the Chief of Police, perform the following discretionary services:

1. Conduct patrol activity in and around the designated campuses.
2. Conduct preliminary and follow-up investigations of crimes that occur on or near the designated campuses.
3. Maintain a strong presence during peak activity times such as student drop off and pick up.
4. Additional security services requested by the District. District may request in writing that City provide additional services by an SRO 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. Such notice shall be provided no less than thirty (30) days prior to the scheduled date of the event. In such cases, the Chief of Police may agree to provide the requested services pursuant to a separate written agreement that will establish the specific terms and conditions of the additional service, including the specific payment and personnel involved. The District shall pay to the City all costs that the City incurs in providing the additional requested services in excess of the amount authorized in Section 6.D of this Agreement. The District understands that the City is generally required to pay SROs at least one and one-half (1½) times their regular rate of pay for overtime.

G. The District shall perform the following mandatory services:

1. Designating its Executive Director of School Safety/JPA, or an alternate as designated by the Superintendent, as a liaison to the BHPD. The Director or his/her designee shall:
(a) facilitate communication between District personnel and the SROs; and (b) help coordinate the SROs' activities with District activities and events.
2. Cooperating with the SROs as requested.

EXHIBIT E

Quarterly Payment Schedule

Invoice Date		Payment
August 1	1 st Payment	<p>FY 2023-2024:</p> <p>Payment from amendment No. 1 to Agreement #363-20 dated, July 3, 2023 and identified as agreement #353-23: \$2,952,981.63</p> <p>Amount owed: \$3,425,000</p> <p>Balance due for FY 2023-2024 upon execution of this agreement: \$472,018.37</p> <p>FY 2024-2025: \$3,525,000</p> <p>FY 2025-2026: \$3,625,000</p>
November 1	2 nd Payment	<p>FY 2023-2024: \$3,425,000</p> <p>FY 2024-2025: \$3,525,000</p> <p>FY 2025-2026: \$3,625,000</p>
February 1	3 rd Payment	<p>FY 2023-2024: \$3,425,000</p> <p>FY 2024-2025: \$3,525,000</p> <p>FY 2025-2026: \$3,625,000</p>
May 1	4 th Payment	<p>FY 2023-2024: \$3,425,000</p> <p>FY 2024-2025: \$3,525,000</p> <p>FY 2025-2026: \$3,625,000</p>

Exhibit E

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EXHIBIT F

Crossing Guards

Both, City and District agree to the schedule, intersections, and total number of hours listed below. Any changes to the schedule below must be communicated to City in writing at least three (3) months prior.

Any additions to hours, intersections, or number of crossing guards resulting in the need for additional funding shall be communicated to City in writing at least six (6) months prior to the any invoice for such additional crossing guard services to allow time for amending this agreement and seek funding approval. Any increases in hourly rates from the crossing guard vendor shall not be the City's responsibility for the duration of this agreement.

Crossing Guard payment will be included in the quarterly JPA payment described in Exhibit E.

SCHEDULE OF LOCATIONS, TIMES, HOURS - REGULAR SCHOOL SCHEDULE - 2023/24 SCHOOL YEAR

Crossing Guard Locations					
SCHOOL CONTACT	SITE	INTERSECTIONS		AM/PM SCHEDULE	HRS/SAY
Contact for school schedule: Kelly Skon, Principal	BV	REXFORD	CHARLEVILLE	7:30-8:30 / 3:00-4:00	4.0
	BV	REXFORD	CHARLEVILLE SW	7:30-8:30 / 3:00-4:00	4.0
	BV	REXFORD	GREGORY	7:30-8:30 / 3:00-4:00	4.0
	BV	REXFORD	OLYMPIC	7:30-8:30 / 3:00-4:00	4.0
	BV	ELM	CHARLEVILLE	7:30-8:30 / 3:00-4:00	4.0
	BV	ELM	CHARLEVILLE	7:30-8:30 / 3:00-4:00	4.0
	BV	ELM	GREGORY	7:30-8:30 / 3:00-4:00	4.0
	BV	WILSHIRE	REXFORD	7:30-8:30 / 3:00-4:00	4.0
	BV	WILSHIRE	WILLAMAN	7:30-8:30 / 3:00-4:00	4.0
	BV	CHARLEVILLE	CRESCENT	7:30-8:30 / 3:00-4:00	4.0
Contact for school schedule: Craig Bugbee, Principal	HM	ROBERTSON	WILSHIRE	7:30-8:45 / 2:30-4:00	4.0
	HM	ROBERTSON	CHARLEVILLE	7:30-8:45 / 2:30-4:00	4.0
	HM	CHARLEVILLE	HAMEL	7:30-8:45 / 2:30-4:00	4.0
	HM	CHARLEVILLE	HAMEL	7:30-8:45 / 2:30-4:00	4.0
	HM	CHARLEVILLE	ARNAZ	7:30-8:45 / 2:30-4:00	4.0
	HM	CHARLEVILLE	ARNAZ	7:30-8:45 / 2:30-4:00	4.0
	HM	CHARLEVILLE	DOHENY	7:30-8:45 / 2:30-4:00	4.0
Contact for school schedule: Sarah Kaber, Principal	HAW	REXFORD	ELVEVADO (IFOS)	7:30-8:45 / 2:30-4:00	4.0
	HAW	S. SANTA MONICA	REXFORD	7:30-8:45 / 2:30-4:00	4.0
	HAW	REXFORD	ELEVADO	7:30-8:45 / 2:30-4:00	4.0
	HAW	N. SANTA MONICA	REXFORD	7:30-8:45 / 2:30-4:00	4.0
	HAW	CARMELITA	REXFORD	7:30-8:45 / 2:30-4:00	4.0
	HAW	ALPINE	ELEVADO	7:30-8:45 / 2:30-4:00	4.0
Beverly Hills High School Drew Stewart, Principal	HS	OLYMPIC BLVD	SPAULDING DR	7:45-9:00 / 2:15-4:00	4.0
	HS	MORENO	DURANT	7:45-9:00 / 2:15-4:00	4.0
	HS	LASKY	MORENO	7:45-9:00 / 2:15-4:00	4.0
				Total Hours per Day	104
				Service Days	180

Certificate Of Completion

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Source Envelope:

Document Pages: 34

Signatures: 5

Envelope Originator:

Certificate Pages: 3

Initials: 0

Joana Torres

AutoNav: Enabled

455 N. Rexford Drive

Envelopeld Stamping: Enabled

Beverly Hills, CA 90210

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

jtorres@beverlyhills.org

IP Address: 198.245.189.167

Record Tracking

Status: Original

Holder: Joana Torres

Location: DocuSign

9/27/2023 9:52:50 AM

jtorres@beverlyhills.org

Signer Events**Signature****Timestamp**

Jabari Willis

JWillis@aalrr.com

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(None)Signature Adoption: Pre-selected Style
Using IP Address: 64.60.53.66

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Viewed: 9/27/2023 3:19:02 PM

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Electronic Record and Signature Disclosure:

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Michael Bregy

mbregy@bhusd.org

Security Level: Email, Account Authentication
(None)Signature Adoption: Drawn on Device
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Noah Margo

noahpmargo@gmail.com

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
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Signed: 9/27/2023 11:52:18 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Laurence S. Wiener

lwiener@beverlyhills.org

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Signed: 9/28/2023 10:01:52 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
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Cindy Owens
cowens@beverlyhills.org
Policy & Management Analyst
City of Beverly Hills
Security Level: Email, Account Authentication (None)

Sent: 9/28/2023 4:30:54 PM

Electronic Record and Signature Disclosure:
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Nancy Hunt-Coffey
nhuntcoffey@beverlyhills.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dr. Julian Gold
jgold@beverlyhills.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Huma Ahmed
hahmed@beverlyhills.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Megan Grilley
mgrilley@beverlyhills.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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