

**PROFESSIONAL CONSULTING SERVICES
AND OPTIONAL SOFTWARE LICENSE AGREEMENT**

Beverly Hills Unified School District

255 South Lasky Drive
Beverly Hills, CA 90212
TEL: (310) 551-5100

and

Davis Demographics & Planning, Inc.

11850 Pierce Street #200, Riverside, CA 92505
TEL: (951)270-5211 FAX: (951)270-5212

This Agreement is made by and between Davis Demographics & Planning, Inc., a California Corporation, (hereinafter referred to as "DDP") and the Beverly Hills Unified School District (hereinafter referred to as "DISTRICT") with reference to the following:

WHEREAS, DISTRICT requires professional services in demographic analysis, enrollment forecasting, facilities planning, committee and public meeting support, geographic information system (GIS) data development and GIS software; and

WHEREAS, DDP has the consulting expertise and software necessary to properly perform such services; and

IN CONSIDERATION of the foregoing, it is agreed between the parties hereto, as follows:

SECTION ONE - SERVICES OF DDP

DDP shall perform consulting services and/or provide licenses to software products as outlined in Appendix A of this Agreement. Additional work not specifically listed under Appendix A and requested by the DISTRICT will be performed at an agreed upon fee through an additional project authorization and shall be governed by the terms of this Agreement.

SECTION TWO - PERIOD OF PERFORMANCE

Performance of consulting services as outlined in Appendix A shall be on an annual basis commencing upon the later date this Agreement is signed by both parties through June 30, 2018 and consulting services shall continue through June 30th of each subsequent year of a multiple year Agreement. Any software is governed by the terms of the individual software product license included in Appendix B.

SECTION THREE - OBLIGATIONS OF THE DISTRICT

- A) DISTRICT agrees that its employees will cooperate with DDP in the performance of services under this Agreement and will be available for consultation with DDP at reasonable times.
- B) DISTRICT shall provide, at no cost to DDP, data which are required or requested for providing the services of this Agreement. All data and records, including student information, provided by the DISTRICT to DDP shall remain confidential, shall not be used for any purpose other than providing the services outlined in this Agreement, and this confidentiality shall survive the term of this Agreement.
- C) DISTRICT shall aid DDP in obtaining data from other public offices or agencies, local business firms, and private citizens whenever such data is necessary for the completion of the work outlined in this Agreement.

SECTION FOUR - LIMITATIONS

- A) DDP understands that time is of the essence in completing the work outlined in this Agreement. However, DISTRICT understands that DDP may be dependent upon the timely delivery of data from the DISTRICT as well as third parties and that all tasks may not be completed in the allotted time as may be specified in this Agreement, but will make all reasonable efforts to complete all tasks.
- B) DISTRICT understands that the work performed by DDP is based upon the best information available to DDP at the time of rendering services. DISTRICT also understands that DDP makes no warranties for these services and DISTRICT hereby agrees.
- C) DISTRICT understands that the mapping databases and associated information licensed from third parties in the performance of this Agreement are detailed and complex products. DDP will make all reasonable efforts to bring these databases and products into compliance for accuracy standards within the industry, however DDP makes no warranties for these third-party data products and DISTRICT hereby agrees.

SECTION FIVE - GENERAL PROVISIONS

This Agreement is a contract for services including the licensing of any optional software. Software licensed as part of this Agreement is/are subject to the software license terms outlined in the Appendices of this Agreement.

All report formats and software application programs remain the property of DDP. The DISTRICT may make as many duplicates of any hardcopy maps and reports as may be deemed necessary for its business use. The performance of the services in this Agreement may require DDP to execute a separate end user license agreement directly with a third party vendor for the use of certain computer mapping data. The cost of such data and/or license is included in this Agreement and shall be used by DDP to provide the services herein. The DISTRICT does not receive automatic access or use of this map data during or after completion of the services unless clearly stated in this Agreement. If map data is made available and transferred to the DISTRICT, it is expressly understood that such data developed by DDP, and/or licensed from, outside data providers is for DISTRICT free unlimited internal use only, and may not be reproduced, distributed or released by the DISTRICT to any third parties without the written consent of DDP and the data providers.

DDP is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between DISTRICT and DDP or any of DDP's agents or employees. DDP assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. DDP, its agents and employees, shall not be entitled to any rights and/or privileges of DISTRICT's employees and shall not be considered in any manner to be DISTRICT's employees.

SECTION SIX - COMPENSATION

Twenty-five percent (25%) of the consulting contract amount is due as a Retainer Fee and will be invoiced by DDP and is payable by the DISTRICT upon execution of this Agreement. This fee is non-refundable indicating a commitment by DDP staff to be available to complete any work outlined or requested as part of the Agreement. Initial hours and expenses incurred will be applied to this Retainer Fee amount. Once the Retainer Fee has been reached, compensation at additional 25% increments will be made through the completion of the project with a maximum fee as outlined in Appendix A. Additional tasks outside the scope of work in Appendix A DDP shall be made at an hourly rate of \$170.00, excluding training services. Any software will be invoiced in full upon shipment. DDP shall invoice DISTRICT on a monthly basis at which time such invoices shall be due and payable. DDP reserves the right to charge interest at the rate of 1½% monthly on any unpaid balances beyond 60 days. Professional services tasks outlined in

Appendix A and their associated fees are for estimate purposes only within the total scope of the Agreement—task fees are not individual maximum fees—DDP retains the right to shift fees between the tasks in order to complete the overall scope of work outlined in the Agreement.

Each additional year of this Agreement will be handled in the same manner with the Retainer Fee of 25% of each year's contract amount invoiced and due on July 1st.

Any additional services not specifically outlined in this Agreement shall be invoiced at the hourly fee noted above. Any meetings not specifically outlined in this Agreement shall be invoiced at the hourly fee (inclusive of travel time to and from any meeting) plus any airfare and \$250 per diem travel expenses (for overnight trips or any trips requiring air travel).

SECTION SEVEN - TERMINATION

It is understood and agreed that the DISTRICT may terminate this Agreement for the DISTRICT's convenience and without cause by giving DDP written notice at least thirty (30) days before the effective date of such termination. Upon termination, DDP shall:

- 1) Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
- 2) Transfer title to the DISTRICT (to the extent allowed under Section Five of this Agreement) and deliver, in the manner, at the times and to the extent directed by the DISTRICT, the work in process on the effective date of the Notice of Termination.
- 3) Require Payment

The amount due DDP upon receipt of termination notice shall be payment for all work completed including:

- a) The Retainer Fee (representing commitment of resources/personnel and lost opportunity for profit);
- b) payment for hours completed beyond the 25% retainer fee up until the receipt of notice of termination;
- c) payment for all expenses incurred by DDP in the performance of this Agreement, including, but not limited to, mapping and other purchased or licensed data;
- d) in the case of a multiple year Agreement, additional Retainer Fees of 25% of the annual consulting contract amount for each year of the Agreement not completed shall be due, as an early termination convenience to compensate for commitment of staff, multiple year discount offered, and lost profit opportunity.

SECTION EIGHT – RENEWAL

If agreed to in writing by both parties no less than 30 days prior to the expiration of this Agreement, the Agreement may be renewed for the same period of performance (number of years as originally agreed to), for the same consulting services scope and fee as outlined in Appendix A, and under all of the same terms and conditions. Software licenses are subject to separate renewal as outlined in the software license agreements.

SECTION NINE – NONHIRE OF DDP PERSONNEL

It is hereby mutually agreed that the DISTRICT will not solicit for hire any current or former employee(s) of DDP's staff without the written permission of the President of Davis

Demographics for a period of two years after completion of the services outlined in this Agreement, or any ongoing Agreements for services for additional work, whichever is later. In the event the foregoing provision is breached, liquidated damages equal to twenty-four (24) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision shall be paid by the DISTRICT to DDP.

SECTION TEN - CONFIDENTIALITY

All communication and information obtained by DDP from the DISTRICT relating to this Agreement and all information developed by DDP under this Agreement are confidential. Should there be a need for DDP to maintain on its server(s) and/or other data storage media, personnel and/or student information protected by the Family Educational Rights and Privacy Act Regulations 34 CFR Part 99 (FERPA), DDP will take appropriate measures to ensure the security of said information and maintain its confidentiality according to applicable regulations. In addition, DDP acknowledges and agrees that, in the course of its Agreement with the DISTRICT, DDP will receive or have access to personal information. Personal information means information provided to DDP or to which access was provided to DDP by or at the direction of the DISTRICT in the course of DDP's performance under this Agreement that (a) identifies or can be used to identify an individual, including without limitation, names, addresses, or other unique identifiers or (b) can be used to authenticate an individual, including, without limitation identification numbers or other sensitive information. DDP shall comply with this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of personal information under its control or in its possession and shall remain liable to the DISTRICT and to any other person whose personal information is under its control or in its possession. In recognition of the foregoing, DDP agrees and covenants that it shall: (a) keep and maintain all personal information in strict confidence using such degree of care as is appropriate to avoid unauthorized access use or disclosure, including but limited to security or data breach, malware intrusion or any other unauthorized access to such personal information; (b) shall not use, sell, rent, transfer or otherwise disclose or make available personal information for the benefit of anyone other than the DISTRICT; (c) at a minimum, DDP shall have in place safeguards for the protection of personal information which shall include limiting access to the DISTRICT information, securing business facilities, data centers, servers, back-up systems and computing equipment with information storage capability, as well as implementing network, database and platform security on computing equipment that are either owned by, used by or in the care or control of DDP.

SECTION ELEVEN - INDEMNIFICATION

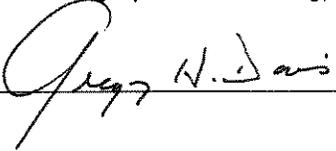
DDP shall defend, indemnify and hold DISTRICT, its officials, officers, employees and agents free and harmless from all liability due to damage to property or injury to persons, including wrongful death, arising out of or incident to any negligent acts, omissions or willful misconduct of DDP arising out of or in connection with DDP's performance of this Agreement, including without limitation the payment of attorney's fees. Further, DDP shall defend at its own expense, including attorney's fees, DISTRICT, its officials, officers, employees, and agents in any legal action based upon such negligent acts, omissions or willful misconduct.

DISTRICT likewise shall defend, indemnify and hold DDP, its officials, officers, employees and agents free and harmless from all liability due to damage to property or injury to persons, including wrongful death, arising out of or incident to any negligent acts, omissions or willful misconduct of the DISTRICT arising out of or in connection with the DISTRICT's performance of this Agreement, including without limitation the payment of attorney's fees. Further, DISTRICT shall defend at its own expense, including attorney's fees, DDP, its officials, officers, employees, and agents in any legal action based upon such negligent acts, omissions or willful misconduct.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either oral or written. This Agreement may only be modified in writing signed by both parties.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Davis Demographics & Planning, Inc.



Gregory H. Davis

President

October 4, 2017

FEIN: 33-0759263

Beverly Hills Unified School District

Signature

Print Name

Title_____

Date_____

Appendix A

Consulting Services: Demographic Study

Tasks Performed and Deliverables:

- Acquisition/update/setup of computer GIS basemaps from local county sources.
- Update GIS layer of existing attendance zones, planning areas and school locations.
- Four years of geocoded student data for San Jacinto USD
(Fall 2014 geocoding is completed; need to geocode Fall 2015, 2016, 2017)
- Research and analysis of other relevant demographic statistics for use in preparing enrollment forecast variables (i.e. historical birth data, migration trends, etc.)
- Residential Development Project information and timing.
- Preparation of 10-year resident enrollment forecasts by grade level for each planning area, attendance zone and district-wide.
- Preparation of 2-year projections by school of enrollment (aka staffing projections) frequently used for budgeting/staffing purposes in the spring.
- Comprehensive report (ten hardcopies and Adobe PDF file) including:
 - Relevant district background, past enrollment trends and demographic profile
 - Data sources and use with appropriate tables and charts
 - Discussion of forecast methodology
 - Enrollment projection results
 - Open enrollment reports illustrating impact of resident vs. attending enrollment
 - Appropriate maps illustrating existing planning areas and attendance zones, with thematic maps showing areas of growth, student density and socio-economic characteristics
- (2) onsite visits, for a kickoff meeting and research, and for a presentation to the School Board at the conclusion of the demographic study.

Services: Analysis/Community Demographics/Census Data

Tasks Performed and Deliverables:

- A variety of analytics, charts, graphs, maps, etc. using census data, census forecasts, tapestry segmentation, and many other kinds of analysis.

1-YEAR AGREEMENT	
<input type="checkbox"/> _____ Check the box and initial above for ♦ Single-year Demographic Study services (\$16,000)	1 YEAR CONTRACT: \$16,000

3-YEAR AGREEMENT							
<input type="checkbox"/> _____ Check the box and initial above for 3-year Consulting Services Agreement (Demographic Study services – Student Projections)	3-YEAR CONTRACT:						
<table border="1" style="margin: auto; border-collapse: collapse;"> <tbody> <tr> <td style="padding: 2px 10px;">Year 1 Fee (demographic study)</td> <td style="padding: 2px 10px; text-align: right;">\$16,000</td> </tr> <tr> <td style="padding: 2px 10px;">Year 2 Fee (demographic study update)</td> <td style="padding: 2px 10px; text-align: right;">\$15,000</td> </tr> <tr> <td style="padding: 2px 10px;">Year 3 Fee (demographic study update)</td> <td style="padding: 2px 10px; text-align: right;">\$15,000</td> </tr> </tbody> </table>		Year 1 Fee (demographic study)	\$16,000	Year 2 Fee (demographic study update)	\$15,000	Year 3 Fee (demographic study update)	\$15,000
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Appendix A

Software:

SchoolSite Locator Address-to-School Assignment Web Service: Included with Demographic Study

SchoolSite Locator is a hosted web page/application for district staff and parent use to determine school assignments/options for user-entered addresses. The service web link can be used internally by the DISTRICT or posted on the DISTRICT's web site for public access. Access is through any standard web browser supporting HTML5.

Software features of SchoolSite Locator are highlighted in Appendix B on the following pages.

SchoolSite Locator

Annual hosting/subscription fee:

COMPLIMENTARY through June 30, 2018.

\$1,195 annually thereafter, each July 1 beginning 7/1/18.

*If the DISTRICT does not wish to renew after June 30, 2018,
we will simply discontinue the subscription and there is
no further obligation on the part of the DISTRICT.*

Check the box and initial above, the DISTRICT
wishes to license SchoolSite Locator complimentary for school year 2017-2018

Additional Cost

OPTIONAL – Story Map preparation services

Tasks Performed and Deliverables:

- Build a Story Map for the DISTRICT as outlined on Page 9 of the proposal. The content (particularly the text wording) can be a collaborative effort between DDP and DISTRICT.

1-TIME AGREEMENT

Check the box, initial above for creation of online Story Map
at the conclusion of the Demographic Study, for an additional \$6,800 cost.

1 YEAR CONTRACT: \$6,800

OPTIONAL Story Map

Appendix B

SCHOOLSITE LOCATOR™ WEB SERVICES LICENSE AGREEMENT

1. BACKGROUND

SchoolSite Locator™ ("SSL") is a web-based Application and Service that combines a variety of map and other data sources through the Internet for finding addresses and student school assignments based upon school attendance boundaries. The Service is accessible through a mapping web site using data stored on DDP computer servers and potentially, accessing other third party data servers hosting map and aerial image data. The Licensee, by accessing the SSL agrees to the following license provisions. Davis Demographics & Planning, Inc. ("DDP"), reserves the right to immediately terminate this license should the Licensee use the Service for any use not permitted under this License Agreement.

2. LICENSE

Subject to the provisions herein, and upon annual payment of the SSL current hosting fee, DDP grants to the Licensee a nontransferable license to access the SSL, including any applicable data or documentation. Access to the web site and service is obtained through the issuance of a web site Uniform Resource Locator ("URL") link which the Licensee agrees to post only on their internal or external school district web page(s). The URL, or any Licensee web page containing the URL, is not to be directly provided to any third party for posting from any third party web site. This License Agreement will automatically terminate if the Licensee fails to comply with any terms of this agreement.

3. USE LIMITATION

Access to the SSL is to be used for the Licensee's own school district business use. Access to the SSL may not be used to provide outside services, share data with third parties, or provide maps, reports or data as a service bureau.

4. RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

The SSL is proprietary to DDP and contains trade secrets, inclusive of unpublished specifications. All rights, title, ownership in patents, trademarks, copyrights, trade secrets, know-how, and any proprietary rights in the Service remain exclusively with DDP. The SSL is protected by United States copyright law and the Licensee acknowledges that the SSL is proprietary to DDP.

5. ANNUAL HOSTING PERIOD

The annual hosting period is from July 1 to June 30 each year. Renewal invoices shall be sent automatically 30 days prior to the expiration of the annual hosting period. The service is subject to discontinuance if any invoice is not paid within 90 days.

6. MAP DATA UPDATES

The annual subscription fee does not include any map updates—the subscription fee is for hosting and access to the service only. For the initial setup of the service, the Licensee has 20 calendar days from the date of the email notice that SSL is ready to use (including the URL links), to advise DDP of any boundary corrections or other data changes that may be necessary. Once the 20 days has transpired, it is assumed that the GIS data and SSL service is correct and operational. Any notice after such date will require the Licensee to utilize their one data update for the year (see below) and/or may require additional data setup fees. If the Licensee has chosen to utilize the online street data from Esri for address locating purposes, the Licensee understands that DDP has no control over accuracy or timeliness of updates to street and address information (see Section 7 below).

If the Licensee has its own GIS software and is continually maintaining its own GIS data (street, schools and/or boundaries) to be submitted and used in SSL, one data upload submission from the Licensee to DDP is included per year in the annual hosting fee. Data sent to DDP must be in a format according to DDP specifications and changes to all data layers should be sent in one submission. Data not conforming to DDP specifications may require additional fees to make the data usable with SSL. Additional data uploads beyond one submission per year are subject to \$500 per submission which is required for the additional time required for loading and testing the new data.

If the Licensee is not maintaining their own GIS data, DDP may, at the Licensee's request, provide those services for a separate fee. It is suggested that the Licensee maintain an internal list of corrections/changes and submit those to DDP upon which DDP will provide a quote for updating at our current hourly rate. If DDP is maintaining GIS map data for the Licensee under a consulting services contract, automatic updates to the SSL GIS data will be included once a year upon completion of the annual GIS updates (usually in fall).

Services such as aerial photography are updated by third parties and may not be on a regular update schedule. Third party web-based street address data services provided in the Web Map version subscription are generally updated twice per year.

7. THIRD PARTY DATA SOURCES/USE OF DATA RESTRICTIONS

Certain portions of the SSL utilize third party maps, imagery and other data sources owned and licensed by those parties. Licensee's use of such third party data through SSL shall be governed, in addition to the terms and conditions of this Agreement, by the following Use of Data Restrictions:

- a. The Licensee understands that the data products are complex in nature and are not free from defects. The data is not fault-tolerant and are not designed, manufactured, or intended for use with critical safety, emergency response, terrorism prevention or response, or high-risk navigation or location applications.
- b. Certain data provided by third parties are updated periodically by those third parties, in some cases, on an irregular schedule. DDP is not responsible for the completeness, accuracy or timeliness of data updates.

8. SERVICE UPTIME/UPGRADES AND ENHANCEMENTS

From time to time, DDP may upgrade the SSL web site and Service. DDP reserves the right to make any changes it deems necessary or desirable to the SSL. The Licensee will automatically gain access to the new application upgrades and enhancements. During times of upgrade or maintenance, access to SSL may be temporarily unavailable. DDP will attempt to notify all clients prior to any

downtime. Uptime for SSL is generally over 99%, however, the Licensee understands that periodic unavailability may occur due to internet issues and other circumstances beyond DDP control.

9. LIMITED WARRANTY

The SSL is provided "as-is" without warranty of any kind, express or implied, including, but not limited to, the warranties of merchantability or fitness for a particular purpose. Licensee bears all risk as to the quality and performance of SSL and the services provided by the application. The Licensee's sole remedy is a written request to DDP for a refund of the annual license fee which shall be pro-rated on an annual basis based upon the time that SSL was made available to the Licensee (issuance of URL link providing access).

SCHOOLSITE LOCATOR WEB APPLICATION FEATURES

- Address lookup of school assignments.
- Integrated aerial photography.
- Link provided to both English and Spanish language versions of SchoolSite Locator.
- Initial geocoding/address lookup setup choice between Esri online street maps or use of local GIS street/parcel maps.
- Display attendance zones for elementary, middle, and high schools as well as custom zones.
- View Registration information for a school.
- View driving directions from address to school
- View transportation walk/eligibility zones and determine transportation eligibility.
- Determine Board/Trustee representative in area of entered address.
- Measure distances on the map.
- Links to individual school web sites.
- Popup display of school information on the map.
- Customizable list of school information.
- Include DISTRICT requested additional map layers for display which can be turned off or on (depending upon data availability). Additional map layers may include bus stops, transportation regions, parcels w/APNs, site plans, etc.
- Supports custom grade configurations.
- Ability to embed the SchoolSite Locator widget directly into the DISTRICT's homepage for complete integration with existing systems.