

AMENDMENT NO. 2 EXTENDING A 2012 AGREEMENT AND 2013 SUPPLEMENTAL 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

THIS AMENDMENT NO. 2 to that Agreement between the City of Beverly Hills ("City") and the Beverly Hills Unified School District ("District"), dated January 10, 2012, identified as Contract No. 04-12 ("2012 Agreement") and supplemented by that Supplemental Agreement between City and District dated February 19, 2013, identified as Contract No. 43-13 ("2013 Agreement") and that Amendment No. 1 to the 2012 Agreement and 2013 Agreement, dated June 21, 2016 and identified as Contract No. 241-16 ("Amendment No. 1" and collectively, "Agreement"), is made and entered into this 29th day of June, 2017 ("Effective Date").

RECITALS

A. Pursuant to the provisions of Title 1, Division 1, Part 7, Chapter 10 of the California Education Code (commencing with section 10900), Title 1, Division 7, Chapter 5, Article 1 of the California Government Code (commencing with section 6500), and section 37110.5 of the California Government Code, the City and the District entered into an Agreement, as amended by Amendment No 1 dated June 21, 2016, for the City's use of educational and recreational facilities in carrying out its programs for the benefit of its residents.

B. The parties desire to amend the Agreement to extend the term of the Agreement up to six (6) months, to provide for additional time to negotiate the Agreement.

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:

AGREEMENT

Section 1. Section 1 of the Agreement is hereby amended to read as follows:

“Term. The term of this Agreement shall be from July 1, 2012 to and including June 30, 2017, with extensions as authorized by District of up to six (6) months, unless otherwise terminated for any reason by either party upon thirty (30) days written notice to the other party.”

Section 2. Section 3 of the Agreement is hereby amended to add a new Paragraph C as follows:

“C. 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 terms of a Memorandum of Understanding to be negotiated prior to the installation of the cameras.”

Section 3. Section 3 of the Agreement is hereby amended to add a new Paragraph D as follows:

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

Section 4. Paragraph 4.A of the Agreement is hereby amended to add a new subparagraph 2 as follows:

“2. The City shall provide City Ambassadors or other designated personnel to monitor the fields during City use, up to 39 hours per week.”

Section 5. Amendments to Agreement. Any amendments, modifications or variations from the terms of this Amendment No. 2 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 6. Severability Clause. If any provision of this Amendment No. 2 or the application thereof to any person or circumstance is held invalid, only those invalid provisions shall cease and become null and void. Should the exclusion of those provisions render this Amendment No. 2 contrary to the intent of the parties, the City and the District shall use their best efforts to restructure this Amendment No. 2 consistent with the original intent of the parties. If the City and the District are unable to agree after utilizing their best efforts, this

Amendment No. 2 shall become null and void upon thirty (30) days written notice, and at the election of, either party hereto.

Section 7. Entire Agreement. This Amendment No. 2 to the Agreement, in combination with the Agreement, represents the entire integrated agreement between City and District, and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 8. Agreement to Remain in Full Force and Effect. Except as specifically amended herein, the Agreement shall remain in full force and effect.

Section 9. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

EXECUTED the ___ day of _____, 2017.

CITY OF BEVERLY HILLS
A Municipal Corporation

LILI BOSSE
Mayor of the City of
Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

BEVERLY HILLS UNIFIED
SCHOOL DISTRICT

MEL SPITZ
President, Board of Education

MICHAEL BREGY
Secretary, Board of Education

Approved as to form:

LAURENCE S. WIENER
City Attorney

Approved as to content:

MAHDI ALUZRI
City Manager

NANCY HUNT-COFFEY
Director of Community
Services

DON RHOADS
Chief Financial Officer