



AGENDA REPORT

Meeting Date: July 7, 2009
Item Number: G-10
To: Honorable Mayor & City Council
From: David Yelton, Plan Review and Building Inspection Manager, Community Development Department *DY*
Subject: AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BEVERLY HILLS UNIFIED SCHOOL DISTRICT TO PROVIDE DIVISION OF STATE ARCHITECT INSPECTION SERVICES
Attachments: 1. Agreement

RECOMMENDATION

Staff recommends adoption of the Agreement whereby the City of Beverly Hills would provide Division of State Architect (DSA) Inspection Services to the Beverly Hills Unified School District.

INTRODUCTION

The City Council is asked to approve the attached agreement for Division of State Architect (DSA) inspection services between the City and the Beverly Hills Unified School District. The City has provided DSA inspection services to the BHUSD over the last six years and this agreement will authorize the City to continue to provide Department of State Architect inspection services as request by the BHUSD and as funded by Measure E school bond election for modernization and upgrade projects.

DISCUSSION

The scope of work provided in the in this agreement will allow the City to provide Division of State Architect (DSA) inspection services in accordance with Exhibit A, to ensure for Federal, State and local code compliance and to provide oversight inspection services as requested by BHUSD. Inspection services are necessary in order to heighten public safety and welfare of the children and residents of the City of Beverly Hills.

FISCAL IMPACT

The City will bill the Beverly Hills Unified School District on a monthly basis and recovers all City-related costs.



Noel Marquis, Asst. Director
Admin Services/Finance

Approved By



George Chavez, Assistant Director
Community Development

Approved By

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND BEVERLY HILLS UNIFIED SCHOOL DISTRICT TO
PROVIDE DIVISION OF STATE ARCHITECT INSPECTION
SERVICES

NAME OF CITY:	City of Beverly Hills
RESPONSIBLE PRINCIPAL OF CITY:	Roderick J. Wood City Manager, or his designee
CITY'S ADDRESS:	455 North Rexford Drive Beverly Hills, CA 90210 Attention: City Building Official
BEVERLY HILLS UNIFIED SCHOOL DISTRICT ADDRESS:	255 South Lasky Drive Beverly Hills, CA 90212 Attention: Jerry C. Gross, PhD Superintendent, or his designee
COMMENCEMENT DATE:	June 1, 2009
TERMINATION DATE:	June 30, 2011, unless extended pursuant to Section 2
CONSIDERATION:	BHUSD shall pay City based on the rates set forth in Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND BEVERLY HILLS UNIFIED SCHOOL DISTRICT TO
PROVIDE DIVISION OF STATE ARCHITECT INSPECTION
SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY") and Beverly Hills Unified School District (hereinafter called "BHUSD").

RECITALS

A. BHUSD desires to have certain services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. CITY represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CITY's Services. CITY shall perform the services as described in Exhibit A to the full satisfaction of BHUSD.

Section 2. Time of Performance. CITY shall perform the services on or by the Termination Date set forth above, unless extended in writing by mutual consent of the parties.

Section 3. Compensation. BHUSD agrees to compensate CITY, and CITY agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit B-1, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of CITY's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). BHUSD shall pay CITY said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Independent Contractor. CITY is and shall at all times remain, as to BHUSD, a wholly independent contractor. Neither BHUSD nor any of its agents shall have control over the conduct of CITY or any of CITY's employees, except as herein set forth. CITY shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of BHUSD.

Section 5. Responsible Principal(s).

(a) CITY's Responsible Principal set forth above shall be principally responsible for CITY's obligations under this Agreement and shall serve as principal liaison between BHUSD and CITY. Designation of another Responsible Principal by CITY shall not be made without the prior written consent of BHUSD.

(b) BHUSD's Responsible Principal set forth above shall be principally responsible for BHUSD's obligations under this Agreement and shall serve as principal liaison between BHUSD and CITY. Designation of another Responsible Principal by BHUSD shall not be made without prior written consent of CITY.

Section 6. BHUSD Cooperation. BHUSD shall cooperate with CITY in the performance of its services by furnishing CITY with BHUSD records or information requested by CITY and allowing CITY consultations with BHUSD personnel as necessary to perform the services required by this Agreement. BHUSD shall also designate a liaison person to coordinate the activities of CITY and provide access to facilities as required in a timely manner.

Section 7. Personnel. CITY represents that it has, or shall secure at its own expense, all personnel required to perform CITY's services under this Agreement.

Section 8. Termination.

(a) BHUSD or CITY may cancel this Agreement at any time upon five (5) days' prior written notice to the other party. CITY agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by either party, due to no fault or failure of performance by CITY, CITY shall be paid full compensation for all services performed by CITY, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CITY shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation based on the hourly rates set forth in Exhibit B-1; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CITY for the full performance of the services required by this Agreement.

Section 9. Notice. Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to the CITY's address set forth above or personally delivered to CITY at such address or other address specified to BHUSD in writing by CITY.

Any notice required to be given to BHUSD shall be deemed duly and properly given upon delivery, if sent to BHUSD postage prepaid to BHUSD's address set forth above or personally delivered to BHUSD at such address or other address specified to CITY in writing by BHUSD.

Section 10. Force Majeure. CITY shall not be held responsible for delays or cancellation caused by events beyond the control of CITY. Such events include the following: Acts of God, fire, epidemic, earthquake, flood or other natural disaster, acts of the government, riots, strikes, war, civil disorder or other man-made disaster.

Section 11. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 12. Entire Agreement. This Agreement represents the entire integrated agreement between BHUSD and CITY, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both BHUSD and CITY.

Section 13. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 14. Severability. Invalidation 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.

EXECUTED the _____ day of _____, 200__.

CITY OF BEVERLY HILLS
a municipal corporation

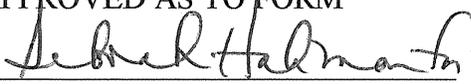
NANCY KRASNE
Mayor of the City of
Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

BEVERLY HILLS UNIFIED SCHOOL
DISTRICT


JERRY C. GROSS, PhD
Superintendent

APPROVED AS TO FORM


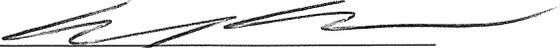
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD, CCM
City Manager


SUSAN HEALY KEENE
Director of Community Development

[Signatures continue]



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

- A. Scope of Work. CITY shall provide State of California Division of State Architect Inspection Services for BHUSD projects (“projects”) as mutually agreed upon by both parties in writing. CITY shall provide documentation suitable for the State of California Division of State Architect (“DSA”) Inspection Services, and CITY Building Official.
- B. Scope of Services. CITY services shall include, but are not limited to:
- (1) Perform all inspections and coordinate all testing and inspections as required of the Inspector of Record in Title 24 of the California Code of Regulations (“CCR”) and the project documents.
 - (2) Provide inspections in conformance with to Title 24 of the CCR and the project documents.
 - (3) Complete all required Division of the State Architect (DSA) Forms, which shall be submitted to BHUSD, the project architect and DSA for approval.
 - (4) Complete DSA Quarterly and Final Verified reports and submit within five (5) days of the close of the reporting period or five (5) days after final inspection to BHUSD.
 - (5) Complete Semi-Monthly reports and submit within two (2) days of the close of the reporting period to BHUSD.
 - (6) Maintain a project log and submit log to BHUSD when requested by BHUSD.
 - (7) Keep and maintain a project file which shall include reports and records of all inspections, punch lists, submittals, all correspondence, Request for Clarifications, Request for Information, Change Orders, Official Notices, and Contractor Pay Requests. CITY shall copy the file and its contents submitted to BHUSD at each project closeout.
 - (8) Provide supervision of all CITY inspectors provided to BHUSD. All costs of supervision shall be incorporated into the hourly rates for inspector services.
- C. Projects. CITY shall provide such inspection services described in this Exhibit for BHUSD projects mutually agreed upon by the parties in writing.

EXHIBIT B-1

Schedule of Hourly Rates

<u>POSITION</u>	<u>RATE</u>
Inspector of Record (Class 1-4)	\$95 per hour
Plan Review Engineer	\$112 per hour

CITY shall charge BHUSD at 1 1/2 times the rates listed above for overtime and holidays as described in CITY's current Technical Service Unit Memorandum of Understanding on file in the CITY's Building and Safety Division. CITY shall provide BHUSD thirty (30) days prior written notice of any changes to the hourly rates set forth in this Exhibit.

EXHIBIT B-2

Schedule of Payment

CITY shall submit an itemized statement to BHUSD for its services performed, which shall include documentation setting forth in detail a description of the services rendered. BHUSD shall pay CITY the amount of such billing within thirty (30) days of receipt of same.