



AGENDA REPORT

Meeting Date: July 2, 2013
Item Number: G-9
To: Honorable Mayor & City Council
From: David L. Snowden, Chief of Police
Subject: **AGREEMENT BY AND BETWEEN THE CITY OF BEVERLY HILLS AND UNIVERSAL CITY STUDIO LLC IN CONNECTION WITH THE CITY'S USE OF THE STUDIO'S BACK LOTS FOR POLICE TRAINING OPERATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**
Attachments: Letter of Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and Universal City Studio LLC for the Police Department's use of the studio's back lots for police training operations at no cost to the City and authorize the City Manager to execute the agreement.

INTRODUCTION

The Police Department's Bicycle Unit conducts regular training at various sites and facilities to maintain and develop the skills required of bicycle officers in their normal course of duties. For the past few years, Universal City Studio LLC (Universal) has allowed the Bicycle Unit to utilize its back lot studios for training at no cost to the City. This location has been beneficial because of its diversity of props and sets and lack of vehicular and pedestrian traffic, allowing officers to train in a controlled environment.

DISCUSSION

Universal has offered to allow the City to use their facilities again for Police Department Bicycle Unit training in July 2013 and throughout the remainder of calendar year 2013. In order to use the facilities, Universal requires the City to execute a hold harmless agreement. The training in July 2013 and throughout calendar year 2013, as in past

years, will consist of training officers in appropriate bicycle riding maneuvers and police tactics when utilizing bicycles on duty. There is no anticipated destruction of any private property or any other acts that would jeopardize the safety or property of any of the parties involved. In past years, there have been no incidents or claims as a result of this training.

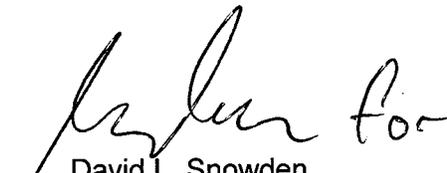
In consultation with the City Attorney's Office about this item, it does not appear that the City's Purchasing Resolution allows this agreement to be approved at the staff level, even though it is a \$0 contract. A modification to the Purchasing Resolution, to address this issue, will be brought forward to the City Council for review at a future Study Session.

FISCAL IMPACT

None anticipated.

Don Rhoads 

Finance Approval



David L. Snowden
Approved By

Attachment 1

(818) 777-6660 Ofc
(818) 866-0331 Fax

June 18, 2013

NBCUniversal

Jeffrey C. Kolin
City Manager
Beverly Hills Police Department
450 North Rexford Drive
Beverly Hills, California 90210

Re: BIKE PURSUIT TRAINING AT UNIVERSAL STUDIOS

Dear Mr. Kolin:

This letter confirms the agreement by and between the City of Beverly Hills Police Department ("BHPD") and Universal City Studio LLC ("Studio") in connection with the City's use of the Studio's back lots for police training operations.

1. The use of the Premises (as described hereinbelow) shall be on **July 14, 2013** during the hours of **8:00am until 3:00pm**, and any such other additional dates(s) during the balance of calendar year **2013**, to which the parties agree, as confirmed in writing which references this letter agreement.
2. The BHPD's operations shall consist of tactical training that shall be limited to Western Street and Falls Lake and the immediate areas around it. However, if these locations are not available then the training will be moved to using the Fire Road near the transportation lot and continuing up to terminating at the top near Falls Lake and the immediate areas around it (collectively, the "Premises").
3. The BHPD shall cause the City to provide a general certificate of self insurance or a similar official letter which states a comprehensive general and automobile liability limit of at least \$3,000,000 per occurrence covering the operations and use of the Premises, Workers Compensation, Employers liability and all risk property damage coverage. Said certificate shall name Universal City Studios LLC, its Parents, Subsidiaries and its Affiliates as additional insureds.

In lieu of said certificate of self insurance evidencing the aforementioned coverages, Studio may, in Studio's sole discretion, accept a general letter of indemnification from the BHPD. Should the Studio accepts such a letter, the BHPD herein acknowledges and agrees that in the event of any conflict between the terms and conditions contained in this letter agreement and the terms and conditions set forth in the BHPD's letter of indemnification, the former shall prevail.

4. BHPD hereby indemnifies and holds harmless Studio, its parent and affiliated companies, their respective officers, directors, agents and employees from and against any and all claims, actions, liability, judgments, damages costs and expenses (including reasonable attorneys' fees) arising directly or indirectly out of, or in connection with, the BHPD's presence and police training operations within and/or outside of the Premises on **July 14, 2013**. The BHPD's obligation to indemnify, defend and hold Studio harmless shall extend to any claims for bodily injury, death or property damage. The BHPD's obligation to indemnify Studio shall not exist to the extent Studio is actively negligent or engages in willful misconduct; otherwise the obligation to indemnify shall be in full force and effect.

Jeffrey C. Kolin
City Manager
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5. The BHPD agrees to be solely and fully responsible to Universal City Studios LLC, its Parents, Subsidiaries and its Affiliates (collectively, Studio) for any loss of or damage to Studio's property, whether personal or real, and shall pay to Studio the full repair or replacement value of any such personal or real property which is damaged, destroyed or otherwise suffers a loss if such damage or loss is directly or indirectly caused by the negligent (whether active or passive), wanton or intentional misconduct of the BHPD, its officers, agents, employees, contractors, subcontractors, licensees or invitees.
6. Studio shall not be liable or responsible in any way, except due to Studio's active negligence or willful misconduct, for damages or otherwise, to the BHPD or to any of the BHPD's officers, agents, employees, contractors, subcontractors, invitees or licensees for loss or injury of any kind, to person or property, whether caused by fire, theft or casualty, or by any act or omission, negligent or otherwise, of Studio, its officers, agents, employees, invitees or licensees or other persons.
7. While Studio endeavors to maintain its facilities in good operating condition and repair, and to maintain its Premises in a safe condition, it is hereby expressly understood that Studio makes no warranties with respect to the condition or repair of the Facilities or Premises, or that its facilities are suitable for or will satisfactorily perform the functions for which they are intended, or any other warranty which is not expressly set forth in this agreement. Use of the Premises provided hereunder shall be solely at BHPD's risk.

Please indicate by signing on the line provided below and returning this letter to me as soon as possible, that this letter agreement accurately describes the terms and conditions governing the BHPD's use of the Premises and that the BHPD shall act in compliance herewith.

Very truly yours,



Elizabeth A. Nassour
Director
Studio Contract Administration

AGREED AND ACCEPTED:

CITY OF BEVERLY HILLS
FOR: BEVERLY HILLS POLICE DEPARTMENT

AGREED AND ACCEPTED:

UNIVERSAL CITY STUDIOS LLC

By: _____
City Manager Jeffrey C. Kolin

By: _____
Jeanne Cordova
Vice President of Marketing,
Publicity and Special Events
& Media Works

This agreement may be executed in counterparts, which taken together shall constitute one agreement. Faxed or emailed signatures shall be effective upon transmission and the received faxed or emailed copy shall be treated as though they were originals bearing original signatures.

cc: W. Schmidt, B. Brady, B. Cavaglieri, P. Greenspan, J. Cordova, K. Hoffmann