



Fountain Valley School District

BOARD OF TRUSTEES
SPECIAL MEETING

A G E N D A

Board Room
10055 Slater Avenue
Fountain Valley, CA

October 26, 2017

- CALL TO ORDER: 5:30PM
- ROLL CALL
- APPROVAL OF AGENDA

M _____
2nd _____
V _____

- PLEDGE OF ALLEGIANCE
- PUBLIC COMMENTS

Speakers may address the Board of Trustees on Closed Session Items. Please comply with procedures listed on the goldenrod form "For Persons Wishing to Address the Board of Trustees" and give the form to the Executive Assistant.

- CLOSED SESSION

The Board of Trustees will retire into Closed Session to address the following:

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- Conference with Real Property Negotiator: *Government Code Section 54956.8*
Property: Approximately 2.10 acres of land improved with a 43,191 sq. ft. two-story commercial office building located at 265

Our mission is to promote a foundation for academic excellence, mastery of basic skills, responsible citizenship, and a desire by students to achieve their highest potential through a partnership with home and community.

S. Anita Drive, Orange, California (known generally as the Crossroads Office Park site) (“Property”).

Negotiating Parties: Fountain Valley School District (real property negotiators Christine Fullerton, Assistant Superintendent, Business Services, and District legal counsel) (potential Seller), and the County of Orange (potential Buyer).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with the proposed sale of the Property to the potential Buyer.

- Conference with Real Property Negotiator: *Government Code Section 54956.8*
Property: Approximately 12.9 acres of District land improved with approximately 40,073 sq. ft. of facilities located at 9790 Finch Avenue, Fountain Valley, California (former Fred Moiola School Site) (“Property”).

Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services and District legal counsel (Lessor), and LePort Schools, Greg Marick, Vice President, Operations & Development (Lessee).

Under Negotiation: Instruction to negotiators will concern possible sublease under the existing lease agreement.

- OPEN SESSION: 7:00PM

BOARD WORKSHOPS

1. DISCUSSION ON THE INVESTMENT INCOME FROM FUND 40-41

Superintendent, Mark Johnson, Ed.D., and Assistant Superintendent, Business Services, Christine Fullerton, will join the Board for a discussion of the allocation of investment proceeds generated during the 2015-2016 fiscal year from Fund 40-41.

2. DISCUSSION OF ADDITION OF SCIENCE AND MUSIC ROOMS AT THREE MIDDLE SCHOOLS

Assistant Superintendent, Business Services, Christine Fullerton, and Director of Maintenance and Facilities, Joe Hastie, will join the Board for a discussion of the addition of science rooms and a music room at each of the District’s three middle school campuses. The discussion will also include possible additional projects outside the scope of Measure O Bond funds, and potential alternative funding sources.

BOARD REPORTS AND COMMUNICATIONS

Board Members will make the following reports and communicate information to fellow Board Members and staff.

PUBLIC COMMENTS

Members of the community and staff are welcome to address the Board of Trustees on any item listed on the Agenda of Business or any other item of specific concern. Speakers are requested to limit their presentation to four minutes unless the time is waived by a majority of the Board Members present. If a member of the audience requests a response to their comments, the Board of Trustees may ask the Superintendent/Staff to respond to them personally or in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.

*** BOARD MEMBERS WHO WISH TO DISCUSS WITH STAFF ANY ITEMS LISTED UNDER LEGISLATIVE SESSION SHOULD INFORM THE BOARD PRESIDENT AT THIS TIME.

LEGISLATIVE SESSION

Consent Items

3-A. CONTRACT FOR DIFFERENTIATED CURRICULUM AND INSTRUCTION PROFESSIONAL DEVELOPMENT SERVICES AT TALBERT MIDDLE SCHOOL PROVIDED BY KIMBERLY DODDS KERAN

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract for professional development services with Kimberly Dodds Keran.

3-B. APPROVE THE RIGHT OF ENTRY AGREEMENT WITH THE COUNTY OF ORANGE FOR THE DISTRICT PROPERTY LOCATED AT 265 S. ANITA DRIVE, ORANGE, CALIFORNIA, KNOWN AS CROSSROADS OFFICE PARK

Superintendent's Comments: It is recommended that the Board of Trustees approves the Right of Entry Agreement with the County of Orange for the District property located at 265 S. Anita Drive, Orange, California, known as Crossroads Office Park.

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

The Board President will receive any announcements concerning new items of business from board members or the superintendent.

- CLOSED SESSION
- APPROVAL TO ADJOURN

The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, November 9, 2017 at 7:00pm.

A copy of the Board Meeting agenda is posted on the District's web site (www.fvssd.us). Materials related to this agenda submitted to the Board of Trustees less than 72 hours prior to the meeting are available for public inspection by contacting the Superintendent's Office at 10055 Slater Avenue, Fountain Valley, CA 92708 or by calling 714.843.3255 during normal business hours.

Regular Board Meeting proceedings are tape-recorded.

Reasonable Accommodation for any Individual with a Disability: Any individual with a disability who requires reasonable accommodation to participate in a Board Meeting may request assistance by contacting the Superintendent's Office: 10055 Slater Avenue, Fountain Valley, CA 92708 or by calling 714.843.3255 or by faxing 714.841.0356.

Board meeting of October 26, 2017



Fountain Valley School District
Business Services Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **DISCUSSION ON THE INVESTMENT INCOME FROM FUND 40-41**
DATE: October 23, 2017

Background:

Superintendent, Mark Johnson, Ed.D., and Assistant Superintendent, Business Services Christine Fullerton will join the Board for a discussion of the allocation of investment proceeds generated during the 2015-2016 fiscal year from Fund 40-41.

Board meeting of October 26, 2017



Fountain Valley School District
Business Services Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **DISCUSSION OF ADDITION OF SCIENCE AND MUSIC ROOMS
AT THREE MIDDLE SCHOOLS**
DATE: October 23, 2017

Background:

Assistant Superintendent, Business Services, Christine Fullerton, and Director of Maintenance and Facilities, Joe Hastie, will join the Board for a discussion of the addition of science rooms and a music room at each of the District's three middle school campuses. The discussion will also include possible additional projects outside the scope of Measure O Bond funds, and potential alternative funding sources.



Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: **CONTRACT FOR DIFFERENTIATED CURRICULUM AND
INSTRUCTION PROFESSIONAL DEVELOPMENT SERVICES
AT TALBERT MIDDLE SCHOOL PROVIDED BY KIMBERLY
DODDS KERAN**
DATE: October 23, 2017

Background:

Day one of professional development at Talbert Middle School will introduce the staff to the iconic prompts of Depth and Complexity. Grade level curriculum will be used as the foundation for applying the prompts and all staff will participate in simulation lessons that allow a theory to practice connection. Teachers will be provided time to design at least one lesson to take back to their classroom that will allow them to use their grade level curriculum/standards to introduce the prompts to their students.

Day two of professional development will begin with Talbert teachers sharing their experiences of introducing the prompts in their classroom. The focus of the day will be designing parallel tasks that allow students to explore content at their readiness level. Teachers will be provided time to design a lesson that fosters parallel tasks or iconic sets or intersections to maximize student learning.

Trainings will take place on the staff development days of November 9, 2017 and February 9, 2018 at Talbert Middle School with professional development services provided by Kimberly Dodds Keran, an expert in the field of Differentiated Curriculum and Instruction.

Fiscal Impact:

All expenses associated with the trainings will be covered with funds from Talbert Middle School to provide ongoing teacher professional development.

Recommendation:

It is recommended that the Board of Trustees approves the contract for professional development services with Kimberly Dodds Keran.

CONSULTING AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____, BETWEEN _____, HEREINAFTER REFERRED TO AS "CONSULTANT" AND THE FOUNTAIN VALLEY SCHOOL DISTRICT, HEREINAFTER REFERRED TO AS "DISTRICT".

WHEREAS, THE DISTRICT IS IN NEED OF SPECIAL SERVICES AND ADVICE IN FINANCIAL, ECONOMIC, ACCOUNTING, ENGINEERING OR ADMINISTRATIVE MATTERS; AND

WHEREAS, SUCH SERVICES AND ADVICE ARE NOT AVAILABLE AT NO COST FROM PUBLIC AGENCIES; AND

WHEREAS, CONSULTANT IS SPECIALLY TRAINED, EXPERIENCE AND COMPETENT TO PROVIDE THE SPECIAL SERVICES AND ADVICE REQUIRED; AND

WHEREAS, SUCH SERVICES ARE NEEDED ON A LIMITED BASIS:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SERVICES TO BE PROVIDED BY CONSULTANT:

2. THE CONSULTANT WILL COMMENCE PROVIDING SERVICES UNDER THIS AGREEMENT ON _____ AND WILL DILIGENTLY PERFORM AS REQUIRED AND COMPLETE PERFORMANCE BY _____. THE CONSULTANT WILL PERFORM SAID SERVICES AS AN INDEPENDENT CALLING AND NOT AS AN EMPLOYEE OF THE DISTRICT. CONSULTANT SHALL BE UNDER THE CONTROL OF THE DISTRICT AS TO THE RESULT TO BE ACCOMPLISHED AND NOT AS TO THE MEANS OR MANNER BY WHICH SUCH RESULT IS TO BE ACCOMPLISHED.

3. THE DISTRICT WILL PREPARE AND FURNISH TO THE CONSULTANT UPON REQUEST SUCH INFORMATION AS IS REASONABLY NECESSARY TO THE PERFORMANCE OF THE CONSULTANT TO THIS AGREEMENT.

4. THE DISTRICT SHALL PAY THE CONSULTANT \$_____ PER DAY FOR _____ DAYS, FOR A TOTAL CONTRACT PRICE OF _____ (\$_____) FOR SERVICES RENDERED PURSUANT TO THIS AGREEMENT.

5. THE DISTRICT MAY AT ANY TIME FOR ANY REASON TERMINATE THIS AGREEMENT AND COMPENSATE CONSULTANT ONLY FOR SERVICES RENDERED TO THE DATE OF TERMINATION. WRITTEN NOTICE BY THE DISTRICT SUPERINTENDENT SHALL BE SUFFICIENT TO STOP FURTHER PERFORMANCE OF SERVICES BY CONSULTANT. THE NOTICE SHALL BE DEEMED GIVEN WHEN RECEIVED OR NO LATER THAN THREE (3) DAYS AFTER THE DAY OF MAILING, WHICHEVER IS SOONER.

6. CONSULTANT AGREES TO AND SHALL HOLD HARMLESS AND INDEMNIFY THE DISTRICT, ITS OFFICERS, AGENTS AND EMPLOYEES FROM EVERY CLAIM OR DEMAND MADE AND EVERY LIABILITY OR LOSS, DAMAGE OR EXPENSE OF ANY NATURE WHATSOEVER, WHICH MAY BE INCURRED BY REASON OF: (A) LIABILITY FOR DAMAGES FOR DEATH OR BODILY INJURY TO PERSON, INJURY TO PROPERTY, OR ANY OTHER LOSS, DAMAGE OR EXPENSE SUSTAINED BY THE CONSULTANT OR ANY PERSON, FIRM OR CORPORATION EMPLOYED BY THE CONSULTANT UPON OR IN CONNECTION WITH THE SERVICES CALLED FOR IN THIS AGREEMENT EXCEPT FOR LIABILITY FOR DAMAGES REFERRED TO ABOVE WHICH RESULT FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE DISTRICT, ITS OFFICERS, EMPLOYEES OR AGENTS; (B) ANY INJURY TO OR DEATH OF PERSONS OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSONS, FIRM OR CORPORATION, INCLUDING THE DISTRICT, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES COVERED BY THIS AGREEMENT, WHETHER SAID INJURY OR DAMAGE OCCURS EITHER ON OR OFF SCHOOL DISTRICT PROPERTY, EXCEPT FOR LIABILITY FOR DAMAGES WHICH RESULT FROM THE SOLE NEGLIGENCE OR WILLFULL MISCONDUCT OF THE DISTRICT, ITS OFFICERS, EMPLOYEES OR AGENTS. THE CONSULTANT, AT CONSULTANT'S EXPENSE, COST AND RISK, SHALL DEFEND ANY AND ALL ACTIONS, SUITS OR OTHER PROCEEDING THAT MAY BE BROUGHT OR INSTITUTED AGAINST THE DISTRICT, ITS OFFICERS, AGENTS OR EMPLOYEES ON ANY SUCH CLAIM, DEMAND OR LIABILITY AND SHALL PAY OR SATISFY ANY JUDGEMENT THAT MAY BE RENDERED AGAINST THE DISTRICT, ITS OFFICERS, AGENTS OR EMPLOYEES IN ANY ACTION, SUIT OR OTHER PROCEEDINGS AS A RESULT THEREOF.

7. THIS AGREEMENT IS NOT ASSIGNABLE WITHOUT WRITTEN CONSENT OF THE PARTIES HERETO.

8. CONSULTANT SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ORDINANCES INCLUDING WORKER'S COMPENSATION.

9. CONSULTANT, IF AN EMPLOYEE OF ANOTHER PUBLIC AGENCY, CERTIFIES THAT CONSULTANT WILL NOT RECEIVE SALARY OR REMUNERATION, OTHER THAN VACATION PAY, AS AN EMPLOYEE OF ANOTHER PUBLIC AGENCY FOR THE ACTUAL TIME IN WHICH SERVICES ARE ACTUALLY BEING PERFORMED PURSUANT TO THIS AGREEMENT.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED.

(MUST BE SIGNED PRIOR TO DISTRICT SIGNATURE)
CONSULTANT:

(CONSULTANT SIGNATURE)

(ADDRESS)

(CITY, STATE, ZIP CODE)

(DATE)

(BOARD APPROVAL REQUIRED PRIOR TO SIGNATURE)

FOUNTAIN VALLEY SCHOOL DISTRICT:

BY _____

DIRECTOR, BUSINESS SERVICES

(DATE)

(DATE OF BOARD APPROVAL)



Fountain Valley School District
BUSINESS SERVICES DEPARTMENT

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **APPROVE THE RIGHT OF ENTRY AGREEMENT WITH THE
COUNTY OF ORANGE FOR THE DISTRICT PROPERTY
LOCATED AT 265 S. ANITA DRIVE, ORANGE, CALIFORNIA,
KNOWN AS CROSSROADS OFFICE PARK**
DATE: October 23, 2017

Background:

The County of Orange ("County") is interested in potentially purchasing real property currently owned by the District, located at 265 S. Anita Drive, Orange, California, known generally as the Crossroads Office Park ("Property"). However, in order to determine if the Property is suitable and appropriate for the County's needs, the County requests access to the Property for an initial review and assessment of the Property. Thus, District staff, in consultation with legal counsel, prepared a "Right of Entry Agreement" that will grant the County the right to access and review the Property for a limited time to conduct this initial review. Concurrent with the County's initial review of the Property, the District and the County will negotiate a separate purchase and sale agreement to establish the terms and conditions of the County's potential purchase of the Property.

The County shall pay all costs necessary to perform the Property investigation pursuant to this Right of Entry Agreement, and shall return the Property to its original condition after its review. The Right of Entry Agreement being presented to the Governing Board will allow the County to conduct the necessary investigation of the Property as part of the potential sale of the Property to the County. However, the Right of Entry Agreement does not obligate the District to sell the Property to the County, and does not grant the County a long-term right to use or access the Property.

Fiscal Impact:

None

Recommendation:

It is recommended that the Board of Trustees approves the Right of Entry Agreement with the County of Orange for the District property located at 265 S. Anita Drive, Orange, California, known as Crossroads Office Park.

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RIGHT OF ENTRY AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND THE COUNTY OF ORANGE

THIS AGREEMENT ("Agreement") is approved and entered into as of _____, 2017, by and between the FOUNTAIN VALLEY SCHOOL DISTRICT ("District") and the COUNTY OF ORANGE ("County").

WHEREAS, District owns certain real property consisting of approximately 2.10 acres of land located at 265 S. Anita Drive, Orange, California, known generally as the Crossroads Office Park and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Property");

WHEREAS, County is interested in purchasing the Property but requests the right to enter and access the Property for review and inspection (the "Inspection Review") prior to entering into a written agreement for purchase and sale and joint escrow instructions with the District for the Property ("Purchase and Sale Agreement");

WHEREAS, County desires to enter the Property for the purposes of, at County's sole expense, conducting the Inspection Review, as well as ingress and egress of persons employed by or on behalf of County in connection with the Inspection Review;

WHEREAS, subject to the terms and conditions set forth below, District desires to authorize County to enter the Property for the limited purpose of performing the Inspection Review.

NOW THEREFORE, the parties hereto agree as follows:

Section 1. Grant of Entry. Pursuant to the terms of this Agreement, in exchange for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District grants County, including County's agents, employees, contractors, and consultants, a non-exclusive license to enter upon the Property at reasonable times for the limited purpose of performing the Inspection Review. County represents that the purpose of the Inspection Review is to assess the Property for County's potential purchase only and shall not be used for any other purpose. All changes to the Property shall be addressed by County pursuant to Section 3 below. The access granted herein is on an "AS-IS" basis and the District makes no representation or warranty of any kind regarding the condition of the Property.

A. Scope of Inspection Review and Coordination. The Inspection Review conducted by County shall be limited to a non-invasive review and assessment of the Property and shall not involve any assessment that involves physically changing or disturbing the current condition of the Property unless the District grants prior authorization in writing. County hereby recognizes that tenants are currently occupying portions of the Property. Prior to entering onto the Property pursuant to this Agreement, County shall provide District with twenty-four hours

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written notice and shall only enter onto the Property and/or meet with any current tenants of the Property after coordinating with the District's representative, identified as **[identify contact name and phone number/email]** as to the timing. All meetings, if any, between County and current tenants of the Property shall only take place with a District representative present. District reserves the right to prohibit or restrict access to the Property at any time to ensure the current tenant's use of the Property is not disturbed.

Section 2. Term. The Agreement shall commence on the Effective Date and shall remain in effect for sixty (60) days from the Effective Date, unless extended by mutual written agreement of both parties, or altered by the terms of the Purchase and Sale Agreement. The District may terminate the Agreement immediately if, in the District's sole discretion, County is in material breach of the Agreement, there is an actual or potential threat to persons or property, in the event that a natural disaster or emergency makes it necessary for the District to use the Property for alternative purposes, or should the parties end their discussions and negotiations related to the Purchase Agreement. Either party may terminate this Agreement without cause upon five (5) business days written notice.

Section 3. Conditions of Use. Throughout the term of this Agreement, County agrees to comply with the following Conditions of Use:

A. **Applicable Law.** County shall ensure the Inspection Review is performed in accordance with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations, and shall indemnify the District for any damages, violations or claims arising from the Inspection Review, as set forth in Section 7 below.

B. **Third Party Agent.** If County hires any third party to perform any work associated with the Inspection Review ("Third Party"), County shall ensure the Third Party complies with all requirements set forth herein. The Third Party and all of Third Party's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled. County assumes the full responsibility for the acts and/or omissions of any Third Party as they relate to the services to be provided under this Agreement including the Inspection Review. The District shall not be party to any agreement County enters with Third Party and shall not be responsible for any payment or compensation owed to any Third Party for work on the Property, including any Third Party employee.

C. **Oversight of Inspection Review.** County shall provide adequate oversight and review of all Inspection Review to confirm that Inspection Review is performed in accordance with this Agreement and in accordance with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations. County shall provide copies of any records of County's inspection to District within ten (10) days of County's receipt of written demand from District for such records. District retains the right, but not the obligation, to oversee the Inspection Review. If District objects to the Inspection Review for any reason, District may elect to require County to stop the Inspection Review immediately and bring the Inspection Review into compliance with the terms of this Agreement and any applicable laws, ordinances, rules, and regulations, or may require County to permanently stop the Inspection Review and return the Property to the same order and condition as existed at the commencement of this Agreement, both at County's sole cost and expense. County shall maintain and repair Property during the term of this Agreement as set forth below.

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D. Repairs and Replacements. County shall not conduct, or cause to be conducted, any activity, investigation or testing on the Property that will permanently alter or change the current condition of the Property. County shall take all steps necessary to return the Property to its original condition after performing any activity necessary to complete the Inspection Review, including, but not limited to: the removal of any equipment or materials used for the performance of the Inspection Review; the repair or any aspect of the Property that is altered by the Inspection Review; and any clean up required to return the Property to the same condition as it was upon the initiation of this Agreement and the Inspection Review. County shall be responsible for and shall pay for any repairs or replacements of any character whatsoever which are occasioned or are made necessary because of the use of the Property by County's agents, employees, contractors, and consultants, including any Third Party. In the event that County fails to repair the Property during the term of the Agreement, District may, at District's sole discretion, undertake any repair of the Property and County shall reimburse District for the costs of such repairs or maintenance within thirty (30) days of invoice by District.

E. Restoration of Property. Within fifteen (15) days of the date of expiration of this Agreement, or upon notice that this Agreement is terminated, County shall, at its sole expense, remove from the Property all of County's property, equipment, and related appurtenances, and place Property in the same order and condition as existed at the commencement of this Agreement, reasonable wear and tear excepted. At the conclusion of any work on the Property, County shall remove all rubbish and debris resulting from County's or any Third Party's activities pursuant to this Agreement from the Property. In the event that County fails to repair and clean up the Property as described in the preceding sentence, District may, at District's sole discretion, undertake any clean up, maintenance and/or repair of the Property and County shall reimburse District for the costs of such clean up, maintenance and/or repair within fifteen (15) days of invoice by District.

Section 4. Purchase and Sale Agreement. County and the District may enter into the Purchase and Sale Agreement which may establish certain rights and obligations applicable to County's entrance onto the Property and its Inspection Review. Upon execution of the Purchase and Sale Agreement, County shall ensure the Inspection Review complies with all requirements, obligations, or duties set forth in the Purchase and Sale Agreement with respect to County's investigations and/or inspections of the Property. County shall also continue to comply with all requirements set forth herein in addition to the Purchase and Sale Agreement requirements unless otherwise stated in another written agreement authorized by the District. If the Due Diligence Period set forth within the Purchase and Sale Agreement expires before the term of this Agreement, this Agreement shall also automatically terminate at no cost or penalty to the District.

Section 5. Reports. County shall obtain and maintain full and complete written reports documenting all Inspection Reviews and provide the District with copies of all documents describing, mentioning, relating to, or constituting the Inspection Review ("Investigation Documents"). The Investigation Documents will be provided to the District without warranty by County regarding the accuracy or completeness of the information contained therein. To the extent permissible by applicable law (including the California Public Records Act), County shall keep the Investigation Documents confidential and shall not provide copies of the Investigation Documents to any third party nor will County disseminate the Investigation Documents, or their results to the general public, without the written consent of the

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District. If County believes it is legally obligated to provide the Investigation Documents, or information regarding the Inspection Review, to any person or entity, County shall provide written notification to the District informing the District of the party making the request, the scope of the request, and the reasons why County believes the disclosure is required. The District may request the parties meet in good faith to discuss the potential disclosure before County makes any such disclosure.

Section 6. Insurance.

(A) **General Liability and Property Damage.** County agrees to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of comprehensive general liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with County's Inspection Review and presence on the Property under this Agreement. Such insurance shall be in amounts not less than \$5,000,000 per occurrence; \$5,000,000 for property damage and \$15,000,000 for general aggregate.

(B) **Automobile Liability.** County also agrees to maintain in full force and effect with regard to any vehicles which County brings onto the Property a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident.

(C) **Workers' Compensation.** County shall also maintain, in full force and effect throughout the term of this Agreement, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

(D) **Notice; Additional Named Insureds.** All insurance required under this Agreement shall be issued by a company or companies lawfully authorized to do business in California as admitted carriers. County shall require all Third Parties to maintain the same policies and coverage amounts listed above. District shall be designated as an additional named insured. Prior to entry, County shall provide District with Certificates of Insurance. All insurance required under this Agreement shall be primary and shall waive all rights of subrogation. Any insurance carried by District is excess and non-contributory with such primary insurance.

(E) **Right to Self-Insure.** In lieu of commercial insurance, County shall retain the right to self-insure all or any portion of its insurance obligations under this Agreement.

Section 7. Indemnification. County shall be responsible for, and District shall not be answerable or accountable in any manner for, any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts of County, its agents, officers, employees, or invitees including any Third Party, or resulting from County's activities on the Property or from any cause whatsoever arising out of or in connection with this Agreement, the performance of activities related to the Inspection Review, and any other use of and operations on the Property. County shall indemnify District, its officers, agents, employees, and invitees against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities (collectively, the "Losses") that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with County's activities on the Property, the performance of activities related to the Inspection

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Review, and any other use of and operations on the Property whether or not there is concurrent passive negligence on the part of District, its agents, employees or officers, except to the extent that Losses are caused by the sole negligence or willful misconduct of District, and in connection therewith:

(a) Actions Filed. County shall defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith;

(b) Judgments Rendered. County shall promptly pay any judgment rendered against County or District covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations on the Property referred to herein and agrees to save and hold District harmless therefrom; and

(c) Costs and Expenses; Attorneys' Fees. In the event District is made a party to any action or proceeding filed or prosecuted against County for such damages or other claims arising out of the use of and operations on the Property referred to herein, County agrees to pay District any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' fees. This Section 7 shall survive the termination or expiration of the Agreement.

Section 8. Compliance with Law. County shall comply with all federal, state or local laws, ordinances, rules, and regulations applicable to the Property or to the Inspection Review and shall be responsible to obtain any and all permits which may be necessary pertaining to County's activities on or about Property, and shall ensure, and provide District with documentation, that the Inspection Review complies with all applicable federal, state or local laws, rules or regulations. The use or possession of any controlled substance, alcoholic beverages on the Property at any time is strictly prohibited.

Section 9. Liens and Claims. County will not permit any mechanics' materialmen's, or similar liens or claims to stand against the Property for labor or material furnished in connection with any work performed by County under this Agreement. Upon reasonable and timely notice of any such lien or claim delivered to County by District, County may bond and contest the validity and the amount of such lien, but County will immediately pay any judgment rendered, will pay all proper costs and charges, and will have the lien or claim released at its sole expense.

Section 10. Costs. County shall be solely responsible for the payment of all costs incurred by County as result of this Agreement or the Inspection Review, if any, during the term of the Agreement.

Section 11. Notices. All notices required to be delivered under this Agreement to the other Party must be in writing and shall be effective (i) when personally delivered by the other Party or messenger or courier thereof; (ii) upon receipt by the other Party or refusal to accept delivery by the other Party of United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of an email, telecopy or fax transmission, provided a hard

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copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective parties as set forth below or to such other address and to such other persons as the Parties may hereafter designate by written notice to the other Parties hereto:

To District: Fountain Valley School District
Christine Fullerton, Assistant Superintendent, Business Services
Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708

With copy to: Atkinson, Andelson, Loya, Ruud & Romo
Attn: Andreas Chialtas
12800 Center Court Dr., Suite 300
Cerritos, CA 90703-8597

To County County of Orange, County Executive Office
Scott D. Mayer, Chief Real Estate Officer
333 West Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92701

With copy to:

Section 12. **Legal Interpretation of Instrument.** The parties expressly understand and agree that this Agreement constitutes a non-exclusive license for use of the Property, and is neither intended by the parties, nor shall it be legally construed to convey, a leasehold, easement, or other interest in real property. County acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this Agreement in any action or proceeding brought by County against the District, or by the District against County. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This Agreement shall be governed by the laws of the State of California with venue in Orange County.

Section 13. **Attorneys' Fees.** If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each party shall bear their own attorneys' fees.

Section 14. **Entire Agreement; Amendment.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both parties.

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Section 15. **Successors, Assignment.** This Agreement shall be binding and inure to the benefits of the successors of the respective parties. This Agreement may only be assigned upon the written consent of both parties.

Section 16. **Exhibits.** The exhibits which are attached hereto are incorporated herein and made a part of this Agreement

Section 17. **Recitals.** The Recitals are incorporated into this Agreement as though fully set forth herein.

Section 18. **Execution in Counterpart.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

Section 19. **Effective Date.** The “Effective Date” of this Agreement shall be the date upon which it has been executed by the final party executing the same.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day set forth above.

District:

FOUNTAIN VALLEY SCHOOL DISTRICT

By: _____

County:

COUNTY OF ORANGE

By: _____

DRAFT
EXHIBIT “A”

MAP OF PROPERTY