

Beaumont Unified School District Agreement for Live Scan Services

ORIGINATING DEPARTMENT: HUMAN RESOURCES

ACCOUNTING CODE: 03-500-0000-0-0000-7401-5831

This Agreement was made and entered into on the 1st day of July 2023, by and between the BEAUMONT UNIFIED SCHOOL DISTRICT ("DISTRICT") and the CITY OF BEAUMONT ("CITY").

- CITY agrees to render the following services in accordance with directions stipulated by DISTRICT or a person so delegated:
 CITY will provide Live Scan fingerprint service at a rate not to exceed rate set by City Council Resolution, as adopted from time to time. CITY will follow all standards of the industry and maintain strict confidentiality of all Live Scan results. With respect to Live Scan fingerprint services, CITY agrees to abide by all applicable California law and regulations on behalf of the DISTRICT.
- 2. DISTRICT agrees to compensate CITY for services rendered in an amount not to exceed \$25.00 per Live Scan for residents and \$35.00 per Live Scan for non-residents until such rates are changed by Resolution of City Council. The amount due to CITY shall be paid within a reasonable time not to exceed 60 days after the performance of services by CITY and an itemized monthly bill is rendered to DISTRICT. CITY shall reference DISTRICT Purchase Order numbers on all billings submitted to DISTRICT.

3. Mutual Indemnification and Hold Harmless

CITY shall indemnify and hold harmless DISTRICT, its officers, employees, representatives, agents and volunteers from and against any and all liabilities, losses, claims, demands, suits, damages, causes of action, costs and expenses, including reasonable attorney's fees, for personal or bodily injuries or property damage arising from the sole negligence or willful misconduct of CITY's officers, employees, representatives, agents or volunteers in carrying out CITY's duties under this Agreement.

DISTRICT shall indemnify and hold harmless CITY, its officers, employees, representatives, agents and volunteers from and against any and all liabilities, losses, claims, demands, suits, damages, causes of action, costs and expenses, including reasonable attorney's fees, for personal or bodily injuries or property damage arising from the sole negligence or willful misconduct of DISTRICT's officers, employees, representatives, agents or volunteers in carrying out DISTRICT's duties under this Agreement.

- 5. It is agreed that CITY is acting as an independent contractor and not as an agent or employee of DISTRICT.
- 6. Unless terminated earlier as provided for herein, the term of this Agreement shall be from July 1, 2023 through June 30, 2024.
- 7. Contact information for the parties is:

DISTRICT: CITY:

Beaumont Unified School District
Attn: Assistant Superintendent Business Services
250 W. Bracksida Avanua

350 W. Brookside Avenue Beaumont, CA 92223

Office: (951) 845-1631, x5360

Fax: (951) 845-4561

City of Beaumont Attn: Chief of Police 550 E. Sixth Street Beaumont, CA 92223 Office: (951) 769-8520 Fax: (951) 769-8526

8. This Agreement may be amended by the mutual consent of the parties hereto as indicated (both parties must initial):

BUSD INITIAL CITY INITIAL

SIGNATURES ON THE FOLLOWING PAGE

SIGNATURE PAGE TO

BEAUMONT UNIFIED SCHOOL DISTRICT AGREEMENT FOR LIVE SCAN SERVICES (CITY OF BEAUMONT)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

BEAUMONT UNIFIED SCHOOL DISTRICT		CITY OF BEAUMONT
Signature:	Carmen Ordonez Director of Fiscal Services	Mayor
Date:	Jun 13, 2023	Date:
		ATTEST:
		City Clerk
		APPROVED AS TO FORM:
		City Attorney