

CANINE INSPECTION SERVICES AGREEMENT

THIS CANINE INSPECTIONS SERVICES AGREEMENT (“Agreement”) is made as of this 9th day of August 2023 (“Execution Date”) by and between CITY OF BEAUMONT, a California municipal corporation (“CITY”), and the BEAUMONT UNIFIED SCHOOL DISTRICT, a California school district (“DISTRICT”), collectively referred to as the “Parties” and individually referred to as “Party”.

RECITALS

- A. CITY employs a narcotics canine and a narcotics canine handler;
- B. DISTRICT is seeking contraband inspection services as needed utilizing non-aggressive contraband detection canines, for the period or August 2023 through June 30, 2024, at the communal areas, lockers, gym areas, parking lots, grounds, and other select areas at DISTRICT’s facilities in the City of Beaumont as directed by DISTRICT’s officials (“Services”);
- C. CITY possesses the necessary skills, qualifications, personnel and equipment to provide the Services to DISTRICT;
- D. DISTRICT desires to engage the services of CITY to perform the SERVICES; and
- E. CITY agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained in this Agreement and other good and valuable consideration, the Parties agree, promise and covenant to each other as follows:

AGREEMENT

- 1. Usage Fee Payment. DISTRICT agrees to pay the standard billable rate per hour K9 Officer called for a minimum one hour of service at the billable rate of \$ 151.63 per hour. When requested to conduct the as needed inspection. District to pay CITY within ten (10) days of the Execution Date for delivery of the Services.
- 2. Term. This Agreement shall remain in force from the Execution Date to June 30, 2024.
- 3. Delivery of Services. CITY will respond DISTRICT in conjunction with as needed calls into the dispatch center to designated locations by DISTRICT as appropriate for inspections.

DISTRICT shall provide CITY with a call into dispatch to seek availability of the K9 Officer to respond and conduct the contraband inspection and delivery of Services. There shall be no more than fifteen (15) inspections within the year. A copy of the 2023-2024 School Calendar is attached hereto as Exhibit "A" and incorporated herein by this reference. DISTRICT desires that such inspections may be conducted on an unannounced basis under the auspices and direction of DISTRICT administration.

4. Mutual Indemnification. It is understood and agreed that neither DISTRICT, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is also understood and agreed that pursuant to Government Code 895.4, CITY shall defend, indemnify and save harmless DISTRICT, all officers, and employees from all claims, suits or actions of every name, kind, and description brought forth or on account of injuries or death of any person or damage to property resulting from anything done or omitted to be done by CITY under this Agreement except as otherwise provided by Statute. It is understood and agreed that neither CITY nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction delegated to DISTRICT under this Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, DISTRICT shall defend, indemnify and save harmless CITY, all officers and employees from all claims, suits or actions of every name, kind and description brought forth on account of injuries or death of any person or damage to property resulting from anything done or omitted to be done by DISTRICT under connection with any work, authority or jurisdiction delegated to DISTRICT under this Agreement except as otherwise provided by statute.

5. Insurance. DISTRICT and CITY shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with their respective participation and the participation of their respective agents, representatives, employees, or subcontractors. CITY shall maintain Worker's Compensation Insurance (Statutory Limits) for CITY's personnel. These insurance requirements may be satisfied with a certificate of self-insurance.

6. Status of the Parties' Officers/Employees/Agents. Neither Party's officers, employees, agents, partners, other contractors or subcontractors shall be deemed to be employees of the other Party at any time. Nothing in this Agreement shall be construed as creating a civil service employer-employee relationship or a joint venture relationship. No officer, employee, agent, partner, other contractor or subcontractor of the other Party shall be eligible for membership in or any benefits from any plan for hospital, surgical, or medical insurance, or for membership in any retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, grievance procedures, or any other benefits which inure to or accrue to an employee of the other Party. The only performance and rights due the other Party are those specifically stated in this Agreement.

7. Termination. DISTRICT or CITY may terminate this Agreement at any time, upon 30 days prior written notice; provided, however, that DISTRICT shall pay for all services rendered to it prior to the date of termination.

8. Parties' Liaisons. In order to ensure smooth operation of the Services provided hereunder, DISTRICT and CITY each agree to appoint a representative who shall be responsible for coordinating the implementation of this Agreement.

a. CITY Appointment: CITY appoints the Chief of Police as its representative. The Chief may be contacted as follows:

Name: Sean Thuilliez, Chief of Police, or his replacement
Beaumont Police Department
660 Orange Avenue
Beaumont, CA 92223
Telephone: 951-769-8500
Fax: 951-769-8508
E-mail: sthuilliez@beaumontpd.org

b. DISTRICT Appointment: DISTRICT appoints Carmen Ordonez as its representative. Carmen Ordonez may be contacted as follows:

Carmen Ordonez, Director of Fiscal Services
Beaumont Unified School District
350 W. Brookside Avenue
Beaumont, CA 92223
Telephone: 951-845-1631
Email: cordonez@beaumontusd.k12.ca.us

9. Notices. Any notice, payment, statement, or demand required or permitted to be given hereunder by either Party to the other shall be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses appearing in section 8 above but each Party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

10. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Additionally, this Agreement has been formed and shall be performed in Riverside County; the venue for any legal action on the Agreement shall be in Riverside County.

11. Incorporation of Recitals. The Parties repeat and incorporate the recitals set forth above as if fully set forth herein

12. Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the prior written agreement of the Parties.

13. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

14. Successors and Assigns. This Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

15. Captions. The captions to the various clauses of this Agreement are for information purposes only and shall not alter the substance of the terms and conditions of this Agreement.

16. Authorization. Each of the Parties represents and warrants to the other that this Agreement has been duly authorized by all necessary corporate or governmental action on the part of the representing Party and that this Agreement is fully binding on such Party.

17. Amendments to this Agreement. From time-to-time, CITY and DISTRICT may determine that the provision of services hereunder could be improved, made more efficient or expanded. Therefore, the Parties agree to meet and confer at the request of either Party and to negotiate in good faith such reasonable amendments to this Agreement as the Parties deem appropriate.

[Signatures on the following page.]

**SIGNATURE PAGE
TO
CANINE INSPECTIONS SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the following authorized officials.

BEAUMONT UNIFIED SCHOOL DISTRICT

CITY OF BEAUMONT

By: 
Carmen Ordonez (Aug 15, 2023 12:48 PDT)

By: _____

CARMEN ORDONEZ, Director of Fiscal Services

JULIO MARTINEZ, Mayor

DATE: Aug 15, 2023

DATE: _____

ATTEST:

By _____
, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"
TO
CANINE INSPECTIONS SERVICES AGREEMENT

2023-2024 School Calendar

