

**CANINE INSPECTIONS SERVICES AGREEMENT  
(Beaumont Unified School District)**

THIS CANINE INSPECTIONS SERVICES AGREEMENT (“Agreement”) is made as of this 1st day of July, 2021 (“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, among other City of Beaumont Police department personnel;

B. DISTRICT is seeking contraband inspection services utilizing non-aggressive contraband detection canines, for the period of August 2021 through June 2022, 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 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. Annual Fee Payment. DISTRICT agrees to pay the Annual Fee of \$5,500 to 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, 2022.
3. Delivery of Services. CITY shall schedule DISTRICT visits in conjunction with days designated by DISTRICT as appropriate for inspections. DISTRICT shall provide CITY with a 2021-2022 DISTRICT School Calendar (“School Calendar”) which shall indicate dates for CITY’s delivery of Services. A copy of the 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: [sthuelliez@beaumontpd.org](mailto:sthuelliez@beaumontpd.org)

b. DISTRICT Appointment: DISTRICT appoints Penni Harbauer or designee as its representative.

Name: Penni Harbauer, Assistant Superintendent of Business Services  
Beaumont Unified School District  
350 W. Brookside Avenue  
Beaumont, CA 92223  
Telephone: 951-845-1631 x005360  
Fax: 951-845-4561  
E-mail: [pharbauer@beaumontusd.k12.ca.us](mailto:pharbauer@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  
(Beaumont Unified School District)**

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: 

By:

\_\_\_\_\_  
Penni Harbauer, Assistant Superintendent  
Business Services

\_\_\_\_\_  
Mike Lara, Mayor

DATE: May 28, 2021

DATE:

ATTEST:

By \_\_\_\_\_  
Steven Mehlman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John O. Pinkney, City Attorney

**EXHIBIT "A"**  
**TO**  
**CANINE INSPECTIONS SERVICES AGREEMENT**  
**(Beaumont Unified School District)**

2021-2022 Beaumont Unified School District School Calendar



**A Shared Commitment**  
Beaumont Unified School District

# BEAUMONT UNIFIED SCHOOL DISTRICT 2021-22 CLASSIFIED WORK YEAR CALENDAR

## KEY

- 180 Work Days + 13 Holidays (10 Months)
- 211 Work Days + 13 Holidays (10 Months + 4 Days)
- 218 Work Days + 13 Holidays (10.5 Months)
- 229 Work Days + 13 Holidays (11 Months)
- 12 Months
- Non-Work Day
- H = Holiday
- V = Vacation
- \* = School Starts/Ends
- = Professional Development

### JULY



### AUGUST



### SEPTEMBER



### OCTOBER



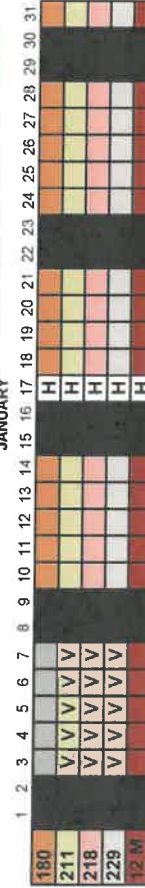
### NOVEMBER



### DECEMBER



### JANUARY



### FEBRUARY



### MARCH



### APRIL



### MAY



### JUNE



### HOLIDAYS

July 5	Independence Day Observed
September 6	Labor Day
October 11	CA Admission Day Observed
November 11	Veterans Day
November 25	Thanksgiving Day
November 26	Day After Thanksgiving
December 22	Lincoln's Day Observed
December 23	Christmas Eve Observed
December 24	Christmas Day Observed
December 30	New Year's Eve Observed
December 31	New Year's Day Observed
January 17	Dr. Martin Luther King, Jr. Day
February 21	Washington's Birthday
May 30	Memorial Day

### Professional Development Days

August 2	August 8	180 Day employees will be paid to attend.
October 8		

### CSEA ARTICLES

**6.5.1** - Unit members working ten (10) months will receive pay-off for vacation earned in June.  
**8.1.1** - Work year. Unit members working 11 months or less per year shall annually have their work year schedule determined in collaboration with their immediate supervisor.  
**16.8** - Members whose work year is less than twelve months shall take their earned vacation during the regular Christmas and Spring school vacation periods. Any balance of earned vacation entitlement shall be taken during their employment year at the convenience of the District and the employee.

**12 Month Employees** - Please schedule your vacation calendar with your supervisor.

### 180 Day Positions

Automobile Driver  
Bus Driver I  
Bus Driver II  
Campus Security I  
Campus Security II  
Campus Security III  
Child Nutrition I  
Child Nutrition II  
Child Nutrition III  
Child Nutrition IV  
Clerk I (County Program - 1 employee)  
CNS Delivery Driver  
Crossing Guard  
Early Childhood Health Instructional Assistant II  
Health Instructional Assistant I  
Health Instructional Assistant II  
Health Services Assistant - LVN  
Instructional Assistant I  
Instructional Assistant II Bilingual

### 211 Day Positions

Clerk I  
Clerk III  
Clerk, III (High School Business Office)  
Attendance Clerk (High School)  
Educational Liaison

### 218 Day Positions

Clerk, III (Middle School)  
Elementary Attendance & Health Clerk III  
Instructional Support Technician

### 229 Day Positions

Bookkeeper II  
Counseling Technician  
Library Multimedia Technician  
Registrar  
Secretary II & III  
Secretary IV - Elementary & Middle School

### 12 Month Positions

Accounting Assistant  
Attendance Specialist  
Bookkeeper II  
Buyer Medi-Cal Technician  
Campus Security II - BAS  
Child Care Assistant - BAS  
Clerk III (Adult Ed)  
CNS Delivery Driver  
Community Parent Engagement Liaison  
Credentials Technician  
Custodian I  
Custodian II  
Dispatcher  
Driver Trainer  
Facilities Specialist  
Facilities Technician  
Financial Aide Technician  
Fiscal Technician

### 12 Month Positions (Continued)

Grounds Equipment Mechanic  
Groundsperson I  
Groundsperson III  
Groundsperson IV  
Human Resources Clerk  
Human Resources Technician  
Mail Courier  
Maintenance Person I  
Maintenance Person II  
Maintenance Person III  
Office Manager  
Payroll Asst  
Payroll/Risk Technician  
Secretary I  
Secretary IV (AHE, BAS, BHS, Alt. Ed., and Departments)  
Technology Support Specialist  
Vehicle Mech/Driver II & III  
Warehouse Lead Driver








# City of Beaumont 5-25-21

Final Audit Report

2021-05-28

Created:	2021-05-28
By:	Bernie Reveles (breveles@beaumontusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7nhmUSIVA_WeqL_Ug2-caC9PzXhuXlkK

## "City of Beaumont 5-25-21" History

-  Document created by Bernie Reveles (breveles@beaumontusd.k12.ca.us)  
2021-05-28 - 5:19:32 PM GMT- IP address: 76.81.135.98
-  Document emailed to Penni Harbauer (pharbauer@beaumontusd.k12.ca.us) for signature  
2021-05-28 - 5:20:25 PM GMT
-  Email viewed by Penni Harbauer (pharbauer@beaumontusd.k12.ca.us)  
2021-05-28 - 7:38:32 PM GMT- IP address: 47.145.11.182
-  Document e-signed by Penni Harbauer (pharbauer@beaumontusd.k12.ca.us)  
Signature Date: 2021-05-28 - 7:38:41 PM GMT - Time Source: server- IP address: 47.145.11.182
-  Agreement completed.  
2021-05-28 - 7:38:41 PM GMT

