



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 2021**, by and between the **BEAUMONT UNIFIED SCHOOL DISTRICT (“DISTRICT”)** and the **CITY OF BEAUMONT (“CITY”)**.

1. 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 **\$16.00** per Live Scan for residents and **\$25.00** 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. **Suspension of Live Scan Services**

The Parties acknowledge that on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency to exist in the State of California as a result of COVID-19 and on March 19 2020, Governor Newsom signed Executive Order 33-20 (commonly known as the "Safer at Home, Stay at Home" order) to preserve public health and safety throughout the entire State of California during the COVID-19 pandemic. The Parties agree and acknowledge that in the interest of public health and safety, CITY, in its sole and absolute discretion and from time to time, may suspend Live Scan services set forth in this Agreement. In the event CITY suspends services under this Agreement, CITY shall promptly notify DISTRICT of said suspension.

4. **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, 2021 through June 30, 2022.**
7. Contact information for the parties is:

DISTRICT:

CITY:

Beaumont Unified School District
Attn: Assistant Superintendent Business Services
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

Print Name: Penni S. Harbauer

Signature: 
Assistant Superintendent of Business Services

Mike Lara, Mayor

Date: May 12, 2021

Date: _____

ATTEST:

Steven Mehlman, City Clerk

APPROVED AS TO FORM:

John O. Pinkney, City Attorney