

**AGREEMENT FOR SHARED EMERGENCY SERVICES COORDINATOR  
BETWEEN THE CITY OF BEAUMONT AND  
BEAUMONT UNIFIED SCHOOL DISTRICT**

This Agreement for Shared Emergency Services Coordinator ("Agreement"), entered into this 17<sup>th</sup> day of August, 2021 ("Effective Date"), by and between the City of Beaumont, a municipal corporation ("City"), and Beaumont Unified School District, a political subdivision of the State of California ("District"), is made in light of the following:

RECITALS

A. WHEREAS, City is a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of California; and

B. WHEREAS, District is a political subdivision of the State of California located in Riverside County, California, and is organized and validly existing pursuant to the laws of the State of California; and

C. WHEREAS, on August 17<sup>th</sup>, 2021, City entered into an Agreement for Emergency Services Coordinator ("County ESC Agreement") with the County of Riverside ("County"), effective August 17, 2021, through June 30, 2024. The County ESC Agreement is attached hereto as Attachment 1 and incorporated herein by this reference; and

D. WHEREAS, pursuant to the County ESC Agreement, the County has agreed to provide to City emergency services ("ESC Services") utilizing the designated level of ESC Services as outlined in Attachment A to the County ESC Agreement and identified in Exhibit B to the County ESC Agreement, Payment Provisions; and

E. WHEREAS, the cost of the ESC Services to be provided by the County are set forth in Exhibit B to the County ESC Agreement, Payment Provisions; and

F. WHEREAS, District is in need of ESC Services at its schools located in the City of Beaumont; and

G. WHEREAS, City and District agree that sharing of ESC Services between them will increase efficiency and save money for the residents served by City and District; and

H. WHEREAS, City and District desire to formalize the shared delivery of ESC Services by the County pursuant to this Agreement.

Now therefore, City and District agree as follows:

**1. Emergency Services Coordinator Services.**

a. City and District agree to share the ESC Services provided by County on a basis of alternating work weeks. City shall prepare the schedule of the weeks the Emergency Services Coordinator ("ES Coordinator") will be assigned to City and the weeks the ES Coordinator will be assigned to District. The schedule does not preclude the ES Coordinator from working on any emergency for either City or District regardless of scheduled work week. The assigned work weeks

are generally for accountability and familiarity with District and City staff.

b. The ESC shall provide those ESC Services set forth in Attachment A to the County ESC Agreement to City and District according to the schedule described in section 1.a. above.

c. It is agreed and understood by City and District that the County ESC Agreement shall be administered by the Chief of Police or his or her designee on behalf of City.

d. For purposes of this Agreement, this Agreement shall be administered by the Superintendent or designee on behalf of District, and by Chief of Police or his or her designee on behalf of City.

e. The Police Department will ensure assigned ES Coordinator has completed a comprehensive background check, to include Cal DOJ and FBI fingerprinting, through the County of Riverside as a condition of their employment.

## **2. Payment.**

District shall pay City an amount equal to one half of the total cost of the ESC as outlined in Exhibit B to the County ESC Agreement. Accordingly, District's financial obligation to City for services rendered by the ESC pursuant to this Agreement and the County ESC Agreement is estimated at \$80,000.00 annually and shall be payable in quarterly installments in response to invoices from City therefor. The payment shall be due by the 10<sup>th</sup> day of the month as follows:

- a. Quarter 1 (July 1 – September 30) – due October 10<sup>th</sup>
- b. Quarter 2 (October 1 – December 31) – due January 10<sup>th</sup>
- c. Quarter 3 (January 1 – March 31) – due April 10<sup>th</sup>
- d. Quarter 4 (April 1 – June 30) – due July 10<sup>th</sup>

## **3. Term of Agreement.**

The ESC Services provided under the County ESC Agreement commence on August 17, 2021 and end on June 30, 2024.

## **4. Termination.**

Either party may terminate this Agreement without cause upon 90 days' written notice to the other party. The Agreement may be terminated with cause upon 30 days' written notice to the other party. City shall be entitled to receive compensation for all properly provided services rendered by the ESC prior to termination. In the event that the County ESC Agreement terminates, this Agreement shall also automatically terminate.

## **5. Defense and Indemnification.**

District shall defend, indemnify and hold harmless City, its departments, agencies, districts, officials, officers and employees from any liability, claim, damage or action based or asserted upon any act or omission of District relating to this Agreement, including but not limited to property damage, personal injury or death. City shall defend, indemnify and hold harmless the District, its departments, agencies, districts, officials, officers and employees from any liability, claim, damage or action based

or asserted upon any act or omission of City relating to this Agreement, including but not limited to property damage, personal injury or death.

**6. Not a Joint Venture or Joint Powers Authority.**

City and District intend by this Agreement to establish only a cost sharing arrangement of the parties with regard to shared ESC Services and do not intend to create a joint powers agency, partnership, joint venture, or joint enterprise of any kind.

**7. Amendments.**

No modification or amendment to this Agreement shall be valid unless it is set forth in writing and is signed by the parties thereto.

**8. Waiver.**

Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

**9. Incorporation of Recitals.**

The parties repeat and incorporate the recitals set forth above as if fully set forth herein.

**10. Severability.**

If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

**11. Governing Law.**

This Agreement is entered into and shall be performed in Riverside County and shall be governed by and construed in accordance with the laws of the State of California.

**12. Interpretation.**

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing; executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

**13. Entire Agreement.**

This Agreement constitutes the entire agreement between District and City regarding the subject matter of this Agreement. It supersedes all prior or contemporaneous agreements, commitments, representations, writings and discussions between District and City relating to the subject matter of this Agreement.

**14. 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.

**15. Non-Waiver.**

The waiver by either party of any breach of any term, covenant, or condition contained in the Agreement, or any default in their performance of any obligations under the Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

**16. Successors and Assigns.**

City and District respectively bind themselves, their successors, assigns, and legal representatives. Neither party shall assign or transfer any interest in the Agreement without the other party's prior written consent.

**17. Time.**

Time is of the essence with regard to each and every provision of this Agreement.

**18. Notice/ Representatives.**

Notices concerning this Agreement shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid, and addressed as follows:

To District:

Beaumont Unified School District  
Attn: Mays Kakish, Superintendent  
350 Brookside Avenue  
Beaumont, CA 92223

To City:

Beaumont Police Department  
Attn: Sean Thuilliez, Chief of Police  
660 Orange Avenue  
Beaumont, CA 92223

City and District have designated the foregoing representatives to receive notices and act in their respective agency's behalf in the administration of this Agreement.

**19. No Third-Party Beneficiary.**

This Agreement, including, but not limited to, the indemnification provisions, is for the benefit of the parties herein only and does not create, nor is it intended to create, any benefit or liability to third parties.

**[Signatures on the following page.]**

**SIGNATURE PAGE TO  
AGREEMENT FOR SHARED EMERGENCY SERVICES COORDINATOR  
BETWEEN THE CITY OF BEAUMONT AND  
BEAUMONT UNIFIED SCHOOL DISTRICT**

IN WITNESS THEREOF, City and District have caused this Agreement to be executed on the respective dates set forth below.

**“City”**

City of Beaumont

By: \_\_\_\_\_  
Mike Lara, Mayor

Date: \_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**“District”**

Beaumont Unified School District

By: \_\_\_\_\_  
Mays Kakish, Superintendent

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_