

**CONSULTING AGREEMENT
FOR OVER \$5000**

THIS AGREEMENT is made this 3rd day of August, 2010 ("Effective Date"), by and between the City of Redlands, hereafter called "City," and the Redlands Unified School District, hereafter called "District." The City and District are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

- A. The District desires to obtain special crime prevention services as provided in this Agreement.
- B. The City is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the District.

Accordingly, the Parties agree with the above recitals, and as follows:

AGREEMENT

1. In consultation and cooperation with the District, the City shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:

The City's Police Department will provide 18 site visits to secondary school sites utilizing a non-aggressive contraband detecting canine (the "Services").
2. The City will commence providing services under this Agreement on August 11, 2010, and will diligently, properly and in full compliance perform as required and complete the performance of the Services by June 30, 2011. Time shall be of the essence in the performance of this Agreement. If the City at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof, or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the City to properly perform the Services under this Agreement, then the City shall immediately notify the District in writing at 20 W. Lugonia, Redlands, CA 92399.
3. The City is an independent contractor and will perform the Services as an independent contractor and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the City or between the District and any of the City's agents or employees. The City is solely responsible for its own acts and the acts of any of its agents or employees as they relate to the services provided. City and its agents and employees shall not be entitled to any rights and or privileges of the District's employees and shall not be considered in any way to be the employees of the District. Each Party acknowledges that the City is not an employee for state or federal tax purposes or any other purpose.
4. The District will prepare and furnish to the City upon request such existing information as is reasonably necessary for the performance of the Services. The City shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, which may be required for the proper performance of this Agreement. Each Party shall cooperate with the other Party.
5. The total amount to be paid to the City for any and all Services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed Five Thousand Seven Hundred Sixty Dollars (\$5,760).

☒ If this is an agreement to pay the City calculated by the "visit," then this box shall be checked and the per visit rate indicated as follows: **18 visits X \$320.00 per visit**. It is the sole obligation of the City to ensure that the number of visits worked multiplied by the per visit rate does not exceed the total not to exceed amount authorized under this Agreement.

The total not-to-exceed amount and any "visit" rate of the City shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, workers compensation, mileage, travel, incidentals, food and the like.

6. Notwithstanding Section 5 hereof, full payment for City's services, in the sum of Five Thousand, Seven Hundred, Sixty Dollars (\$5,760), shall be processed to the City within fifteen (15) calendar days after the Effective Date of this Agreement.
7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by the City under this Agreement shall be the sole and exclusive property of the District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by the City in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by the City under this Agreement.
8. The District may at any time and for any reason suspend performance by the City or terminate this Agreement and compensate the City only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the City. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the City shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
9. Indemnification:
 - (a) The City, to the extent permitted by law, shall defend, indemnify and hold harmless the District, its elected officials, officers, agents, employees and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from City's negligent acts or omissions which arise from the City's performance of its obligations under this Agreement.
 - (b) The District, to the extent permitted by law, shall defend, indemnify and hold harmless City and its officers, employees, agents and volunteers from any and all claims, actions, losses or damages and/or liability arising out of the District's negligent acts or omissions which arise from the District's performance of its obligations under this Agreement.
10. It is acknowledged that the District, County Superintendent of Schools, county or city are insured and will maintain that insurance during the time period of this Agreement.
11. The City shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of the City's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the City is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.
12. This Agreement is not assignable or delegable by either Party, except upon the prior written consent of the other Party.

13. The City shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The City represents and warrants it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement.
14. Any modification of this Agreement shall be effective only if it is in writing and signed by the Parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:
 - a) Increase dollar amounts;
 - b) Effect administrative changes; and
 - c) Effect other changes as required by law.
15. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior or contemporaneous oral or written agreements with respect to the subject matter contained herein.
16. This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in San Bernardino County, California.
17. If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Section 17 shall not apply to those costs and attorneys' fees directly arising from any third party legal action against the District or City, including such costs and attorneys' fees payable under Section 9, Indemnity.

Authorized representatives of the parties have executed this Agreement as indicated below.

CITY:

City of Redlands
35 Cajon Street
Redlands, CA 92373

Pat Gilbreath

Pat Gilbreath

Mayor

ATTEST:

City Clerk

Tax ID 95-600076

909-798-7510

(Telephone)

citycouncil@cityofredlands.org

(Email Address)

August 24, 2010

(Date)

DISTRICT:

Redlands Unified School District
20 West Lugonia Avenue
Redlands, CA 92374

Sherryl Avitabile
(Signature, Authorized Representative)
Sherryl Avitabile
Assistant Superintendent, Business Services
Chief Business Official

Supervisor/Principal/ District Administrator

Funding Administrator (if applicable)

8/11/10
(Date)

District Board of Education Approval Date: August 10, 2010

District Requisition number: _____ P.O. number _____

____ Attachment: Certification by Contractor Criminal Records Check

Reviewed by Contracts Manager
Carol Oedekerk