INFORMATION SHEET 05/10/16 TRUSTEES' MEETING

ATTACHMENT: 7.3

TO: Jim Bridges, Superintendent

FOR: Board of Trustees

FROM: Mindy Maxedon, CBO

ISSUE: Explosive Detection Canine Services Consortium, Resolution 2016-05-02

For many years, the San Joaquin County Office of Education has maintained a contract with Kontraband Interdiction & Detection Services, Inc. (KIDS) for the services of bomb-sniffing dogs. These services are made available to SJC districts through the Canine Services Consortium.

Jefferson School District plans to join the consortium beginning with the 2016-17 school year. In the event we have an incident where checking for possible explosive devices or materials on a campus is needed, KIDS will send a dog with a handler to any location. Our district has had one incident in the last three years where we would have liked to have had a detection service available. While the instances of need are few and far between (thankfully), this additional service will provide improved safety for our students and district residents.

The cost of the service is based on the number of participating districts. The current member districts are paying $0.172 per ADA. At most, this service will cost us $392 per year – our actual cost will be lower and determined upon the final district and ADA count of member districts.

If approved, this three year agreement and covers us from 2016-17 through 2018-19. Included in the packet are all of the documentation we received from San Joaquin County Office of Education, including their agreement between KIDS. If approved, the district will execute and return the San Joaquin County Schools Canine Services Consortium Agreement.

A Resolution is required for approval and is below.

JEFFERSON ELEMENTARY SCHOOL DISTRICT
RESOLUTION NUMBER 2016-05-02

RESOLUTION TO APPROVE SAN JOAQUIN COUNTY SCHOOLS CANINE SERVICES AGREEEMENT

WHEREAS, this Board of Education recognizes that bomb threats at school sites and administrative facilities present potential risks to students and staff; and

WHEREAS, the San Joaquin County Office of Education has contracted for the services of an independently certified explosive detection canine service; and

WHEREAS, the San Joaquin County Superintendent of Schools is making this service available to School Districts at the cost set forth in the Exhibits to the Canine Services Consortium Agreement; and

WHEREAS, this Board of Education desires to provide the services of said explosive detection canine service to the school sites and administrative facilities owned or operated by this School District;

NOW THEREFORE BE IT RESOLVED that the Superintendent is hereby directed and authorized to sign the San Joaquin County Schools Canine Services Consortium Agreement for the term of July 1, 2016 through June 30, 2019 and each subsequent renewal agreement in future fiscal years, unless this Board adopts a resolution authorizing Notice of Non-Renewal in accordance with Article IX of the Agreement.

Passed and adopted this 10th day of May, 2016, by the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____ _____

Clerk of the Board Date

San Joaquin County Office of Education
James A. Mousalimas, County Superintendent of Schools

DATE: April 22, 2016

TO: District Superintendents
District Chief Business Officials

FROM: Jim Thomas, Deputy Superintendent, Business Services

SUBJECT: Explosive Detection Canine Services

For the past several years, the San Joaquin County Office of Education has maintained a contract with Kontraband Interdiction & Detection Services, Inc. (KIDS) for the services of bomb-sniffing dogs. These services are made available to San Joaquin County school districts through the Canine Services Consortium. We are entering into a new contract which will begin July 1, 2016 and end on June 30, 2019.

The current members of the Consortium in San Joaquin County are: SJCOE, Escalon Unified, Lammersville Unified, Lincoln Unified, Linden Unified, New Jerusalem, Ripon Unified, and Tracy Unified. The direct service elementary school districts of Banta, New Hope, and Oak View are members funded by the SJCOE.

The 2016-19 contract calls for an annual fee of $7,237.00 based on current membership. The following documents are enclosed:

1. Contract for Explosive Detection Canine Services
   This contract is between SJCOE and KIDS and is included for your information only.

2. San Joaquin County Schools Canine Consortium Agreement
   This is the agreement between your district and the SJCOE for the canine services. **Please sign this agreement and return it to me by June 15, 2016.**

3. Resolution Approving Canine Services Agreement
   This sample resolution may be used in obtaining approval by your board. The resolution authorizes renewal of the Consortium Agreement if the board has not taken action to withdraw from the Consortium by April 1st of the year in which the contract expires.

4. Exhibits

The two exhibits illustrate the annual costs for 2016-17 through 2018-19. Costs are based on 2015-16 P-1 ADA (districts and district operated charters) for the entire three-year life of the contract. We have provided cost estimates based on two scenarios:

Exhibit 1 - Assuming current members

Exhibit 2 - Assuming participation by all districts

We will issue final cost figures once participation commitments are known.

Please note that the contract provides for a cumulative annual total of 100 hours of service. If that amount of time is exceeded, there is an additional charge that is prorated among the members based on the enclosed ADA figures.

Please feel free to call me at 468-4807 if you have any questions about the enclosed documents.

Enclosures

CONTRACT
FOR
EXPLOSIVE DETECTION CANINE SERVICES
2016-19

This contract is made and entered into this 1st day of July, 2016, by and between the San Joaquin County Superintendent of Schools, (hereinafter "Superintendent"), and Kontraband Interdiction & Detection Services, Inc. (hereinafter "Contractor").

Superintendent and Contractor hereby agree as follows:

I. **Services:** Contractor shall provide independently certified explosive detection canines using detection canines certified as reliable to detect multiple odors used in explosive devices and qualified professionally trained personnel. Such services may be conducted using an on-call basis under the auspices and direction of the San Joaquin County Superintendent of Schools (Superintendent) with Contractor acting on behalf of the Superintendent while conducting such services. Common areas, lockers, automobiles, public grounds, vacated offices, homes and/or buildings as specified in Article II of this Agreement shall be subject to inspections under the direction of the Superintendent. Contraband seized and/or discovered on location is the responsibility of the school district or other agency which operates the site at which the contraband is discovered. Suspected items detected by the canine are presumptive and should be examined by the operating school district's or other agency's qualified personnel and equipment to verify an explosive device. The Superintendent, school districts, and other agencies understand that indications by the canine are not conclusive and should be investigated by qualified personnel and/or agency in the event the Superintendent, school district or other agency decides to declare and/or act on such suspected items the canine has indicated on. Contractor's policy and procedures prohibit the use of detection canines to "sniff" individuals under any and all circumstances. Contractor's policy and procedures also prohibit the use of the canine to "sniff" suspected or presumed to be items containing explosive devices. Superintendent agrees that only the certified handler can determine an alert and/or indication by the canine.

Contractor shall provide training for the San Joaquin County Schools Canine Services Consortium members, approved Direct Service School Districts and approved non-member agencies that plan to use the canine on their premises. Upon request of Superintendent, training classes will be performed by the Contractor and deducted from the hours of this Agreement. This includes demonstrations and/or presentations for the Superintendent, or members of the San Joaquin County Schools Canine Services Consortium.

Requests for services will be directed to Kontraband Interdiction & Detection Services, Inc. (KIDS), at ***209-575-1340 Ext. 30.*** The site will notify appropriate law enforcement authorities and KIDS will notify the San Joaquin County Superintendent of Schools. It is understood that in the case of conflicting need between a Participating District of the San Joaquin County Schools Canine

Services Consortium and any other agency, the Participating District shall receive priority.

In the event that a canine has been dispatched to a non-member agency, upon a request from a Participating District, the canine will be immediately transferred to the Participating District. In the event of simultaneous requests from Participating Districts, priority shall be given to the first call placed, unless otherwise recommended by KIDS personnel and approved by the County Superintendent of Schools or his designee. Direct Service School Districts shall have the status of Participating Districts with respect to entitlement to services provided by this Agreement.

It is understood that Superintendent has established a written and communicated policy clearly defining all weapons and drugs of abuse, such as illicit drugs, alcoholic beverages, firearms, pyrotechnics, explosives and other weapons as prohibited contraband. This policy has been distributed throughout the locations where Contractor's services will be utilized. Violations of said policy are considered detrimental to the welfare of all persons, employees, and visitors and contrary to Superintendent's desire to maintain a safe and healthy environment.

II. **Sites:** Services shall be provided at all sites operated by the San Joaquin County Office of Education and all sites operated by school districts that are members of the San Joaquin County Schools Canine Services Consortium.

III. **Term of Agreement:** The term of this Agreement shall be July 1, 2016 through June 30, 2019.

IV. **Termination of Contract:**
This Contract shall terminate as set out in Article III except:

(a) COUNTY OFFICE may terminate at any time if Contractor does not perform, or refuses to perform according to the Agreement.

(b) COUNTY OFFICE may terminate services of Contractor at any time if, in the judgment of the Superintendent, Contractor's performance is unsatisfactory.

(c) In the event of early termination, Contractor shall be paid for all work or services performed to the date of termination prorated upon the number of calendar days that the contract has been in effect prior to termination.

V. **Compensation:** For the period July 1, 2016 through June 30, 2019, the amount of the contract shall be $7,237.00 per fiscal year. Payment shall be made in eleven equal monthly installments (August 1 to June 1) with payment due within fifteen (15) days after receipt of invoice, which shall be provided to Superintendent. The contract amount shall cover any services provided to the San Joaquin County Office of Education, or any member of the San Joaquin County Schools Canine Services Consortium, including Direct Service School Districts, up to a combined total of 100 hours per fiscal year. If the 100 hour limit is exceeded, additional services shall be provided at the rate $300 for the first hour of each call and $100 per hour thereafter. There shall be no mileage charges assessed to Superintendent or to

members of the San Joaquin County Schools Canine Services Consortium, including Direct Service School Districts, for calls within San Joaquin County. A rate $.50 per mile shall be charged for travel outside of San Joaquin County. Costs of any required air travel shall be reimbursed at actual cost upon presentation of appropriate documentation.

Contractor agrees to provide rebates to Superintendent in the amount of 10% of all revenues generated by contracts with non-member agencies for the service of the explosive detection canine assigned to Superintendent under this Agreement. Said rebates shall be remitted to Superintendent on a monthly basis and distributed by Superintendent to Consortium members as determined by the Consortium Directors. In the event that Contractor's assigned explosive detection canine is out of service beyond Contractor's control (such as canine's injury or death), Superintendent will allow reasonable time needed by Contractor to replace said canine. During such time as assigned canine is out of service, Contractor agrees to provide a contraband dog at a charge of one-half the regular hourly charges provided in this Agreement.

VI. **Licenses:** Contractor certifies that it is licensed and registered by the United States Department of Justice Drug Enforcement Administration and the appropriate California regulatory agencies during the full term of this Agreement. Contractor shall maintain at its expense, all necessary licenses and permits required to carry out the terms of this Agreement. A copy of all applicable licenses shall be provided by Contractor to Superintendent, as requested.

VII. **Compliance With Law:** Contractor shall provide all necessary notices and pay all fees required by law and shall comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

VIII. **Accident Prevention:** Precaution shall be exercised by Contractor at all times for the protection of persons and property.

IX. **Independent Contractor:** In the performance of services imposed by this Agreement, the Contractor is at all times acting as an independent contractor and not an employee of the Superintendent. The Contractor shall not have any claim under this Agreement or otherwise against the Superintendent for vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits or any other benefits usually provided to employees. Contractor understands and agrees that no taxes or deductions will be withheld from the payments made hereunder to Contractor and that no taxes will be paid by the Superintendent on Contractor's behalf to any governmental taxing body. Further, in the event that the Superintendent is hereafter determined to be the employer of the Contractor and is obligated thereby to pay any taxes or charges whatsoever to any taxing body as a result of that determination, Contractor agrees to indemnify and hold harmless the Superintendent for all sums paid by the Superintendent to the taxing bodies and all expenses incurred incidental thereto, including attorney's fees and costs. Should Contractor contract with or employ any persons to assist him on this project, it is agreed that such persons are not employees of the Superintendent nor parties to this Agreement and shall have no rights hereunder. Contractor further

agrees to make no claim against the Superintendent for any unemployment benefits, workers' compensation benefits or medical benefits and expressly agrees that the Contractor is not an employee of the Superintendent and is not entitles to any such benefits.

X. **Hold Harmless:** For the benefit and protection of the Superintendent, and as additional consideration to the Superintendent, Contractor agrees to hold the Superintendent and Participating Districts, their officers, agents, and employees harmless for and defend against, any and all claims and liabilities resulting from Contractor's activity, performance, and operations under this contract. The Contractor will defend and indemnify the Superintendent and Participating Districts against all claims, demands and liability for damages for death or bodily injury to persons or for injury to property resulting from Contractor's services to be provided under this contract. However, this defense and indemnification will not extend to any loss, damage or expense arising out of the sole negligence or willful misconduct of the Superintendent, or Superintendent's agents, servants or other independent contractors.

XI. **Insurance:** The Contractor shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000) per occurrence, and two million dollars ($2,000,000), aggregate providing damage liabilities. The insurance shall name the Superintendent, the County Board of Education, the Participating Districts, and their officers or employees as additional named insured in the policy. It is agreed that the insurance provided by Contractor is endorsed as primary to any similar insurance or self-insurance carried by the Superintendent.

The policy shall contain a contractual liability endorsement extending the coverage to include the liability assumed by the hold harmless clause in this contract between the Superintendent and the Contractor pursuant to Article X above.

Contractor shall maintain during the term of this Agreement insurance for workers' compensation in the amount of the statutory limits or, pursuant to Labor Code Section 3700, shall possess a Certificate of Consent to self-insure from the Director of Industrial Relations.

In signing this contract, the Contractor makes the following verification, required by Section 1861 of the Labor Code.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the work of this Contract.

Contractor shall furnish Superintendent Certificates of Insurance evidencing the coverage specified under this Agreement and specifying that said insurance shall not be canceled without thirty (30) days prior notice to the Superintendent.

Superintendent agrees and acknowledges that Contractor does not carry insurance nor is there such insurance available in the private sector for liability coverage in the event of non-exposure and/or a denotation of any and all explosive devices that may or will result in damage, injury and/or death.

XII. **Keys:** Contractor shall not be provided keys to any facility.

XIII. **Assignment:** This Contract may not be assigned without the Superintendent's written permission.

XIV. **Entire Agreement:** This Agreement contains the entire agreement of the parties. It may not be modified except by written agreement signed by both parties.

XV. **Notices:** Any notices shall be in writing and delivered or mailed, postage prepaid, to:

Deputy Superintendent	**Contractor**
James C. Thomas	Kontraband Interdiction & Detection
San Joaquin County Office of Educ.	Services, Inc.
Gaylord A. Nelson Education Center	1550 McHenry Avenue
P.O. Box 213030	Modesto, CA 95350
Stockton, CA 95213-9030	

WITNESSETH

• Contractor Information •

Kontraband Interdiction & Detection Services, Inc.

Company Name (If Applicable)

CONTRACTOR Name (Please Type or Print) | CONTRACTOR Signature

Social Security # or Tax Id # | Date

Street Address | City, State, Zip

• Project Manager Authorization •

Total Contract Amount: $ 7,237.00

Budget Account Number: 01-9010-0 (FUND RESOURCE YEAR XXXXXXX) 8600 (GOAL XXXX) 2100 (FUNCTION XXXX) 5809 (OBJECT XXXX) 500 (SITE XXX) 5208 (MGMT XXXX)

I have reviewed the legal and procedural guidelines pertinent to the determination of Independent Contractor Status, including IRS Revenue Ruling 87-41, with regard to this contract. I believe that the hiring of the named individual(s) under the status of Independent Contractor(s) is appropriate and legal.

Project Manager's Signature | Date

• Fingerprinting Certification •

I hereby certify that the **CONTRACTOR** for this project will have contact with students as indicated below:

☐ CONTRACTOR will have **NO** contact with students.

✓ CONTRACTOR will have contact with students only in the immediate presence of an SJCOE staff member.

☐ CONTRACTOR will have unsupervised contact with students. A contractor certification is attached.

Project Manager's Signature | Date

• San Joaquin County Office of Education •

Contract Manager's Signature | Date

Initials: _____ _____
SJCOE Contractor

San Joaquin County Schools
Canine Services Consortium Agreement

This Agreement is made and entered into this _____day of _____, 2016, by and between the San Joaquin County Office of Education (SJCOE) and the _____ School District (Participating District) for explosive detection canine services for the period of July 1, 2016 through June 30, 2019.

I. SERVICES

The SJCOE agrees to provide an independently certified explosive detection canine service trained to detect multiple odors used in explosive devices to the Participating Districts according to the Fee Schedule attached to this Agreement as Exhibits, for a combined total of 100 hours of service per fiscal year for the period of July 1, 2016 through June 30, 2019.

Sites eligible to receive services under this Agreement shall be any site owned or operated by the SJCOE or a Participating District including sites not located within San Joaquin County.

II. FEE SCHEDULE

SJCOE shall charge Participating Districts amounts set forth in Exhibits by journal transfer, upon signature of this Agreement by superintendents of Participating Districts.

In the event that the Participating Districts' cumulative service hours exceed 100 hours per fiscal year during the term of this Agreement, the SJCOE will be charged by KIDS, $300 for the first hour of each call and $100 per hour thereafter. Such charges shall be allocated among all Participating Districts in proportion to the ADA enrollment count upon which the districts' membership contributions were made.

Any rebates or other revenues received by the Consortium shall be allocated among the Participating Districts in proportion to the ADA enrollment count upon which the districts' membership contributions were made.

The SJCOE shall not charge for mileage for service calls within San Joaquin County. In the event an individual Participating District requests service calls outside San Joaquin County, the requesting individual Participating District shall pay a fee of $.50 cents per mile. Costs of any required air travel shall be reimbursed at actual cost upon presentation of appropriate documentation.

Services for Direct Service School Districts under this Agreement are funded by the San Joaquin County Superintendent of Schools, and Direct Service School Districts shall have

the status of Participating Districts with respect to entitlement to services provided by this Agreement.

III. REQUEST FOR SERVICES

Requests for services will be directed to Kontraband Interdiction & Detection Services, Inc. (KIDS) at **209-575-1340, Extension 30.** KIDS personnel will notify appropriate law enforcement authorities and the San Joaquin County Superintendent of Schools. It is understood that in the case of conflicting need between a Participating District and a non-participating agency, the Participating District shall receive priority. In the event that a canine has been dispatched to a non-participating agency, upon a request from a Participating District, the canine will be immediately transferred to the Participating District. In the event of simultaneous requests from Participating Districts, priority shall be given to the first call placed, unless otherwise recommended by KIDS personnel and approved by the County Superintendent of Schools or his designee.

IV. TRAINING

The SJCOE reserves the right to require Participating Districts to attend training on the use of the explosive detection canine service. Such training shall be deducted from the 100 total hours of service provided by this Agreement.

V. USE OF EXPLOSIVE DETECTION CANINE SERVICES

Common areas, classrooms, lockers, automobiles, public grounds, vacated offices, homes, and/or buildings located on the Participating Districts' sites may be subject to inspections.

SJCOE and the Participating Districts agree that the explosive detection canine service shall not subject any individual to inspections.

Contraband seized and/or discovered shall be the responsibility of the individual Participating District.

Suspected items detected by the canine are presumptive and should be examined by the individual Participating District to verify an explosive device.

The Participating Districts and their personnel understand indications by the canine are not conclusive and should be investigated by qualified personnel in the event an individual Participating District decides to declare and act on such suspected items the canine has indicated on.

The Participating Districts shall evacuate pupils and staff from any area where an explosive device is discovered.

VI. POLICY REGARDING PROHIBITED CONTRABAND

Participating Districts hereby certify that they have established a written and communicated policy clearly defining all weapons and drugs of abuse, such as illicit drugs, alcoholic beverages, firearms, pyrotechnics, explosives and other weapons as prohibited contraband. This policy has been distributed throughout the locations where KIDS services will be utilized. Violations of said policy are considered detrimental to the welfare of all persons, employees and visitors and contrary to Participating Districts' desire to maintain a safe and healthy environment.

VII. RELATIONSHIP OF THE PARTIES

This Agreement shall not be deemed to create any relationship of agency, partnership, joint venture, or other joint relationship between the parties, except as otherwise expressly provided in this Agreement. Neither party nor such party's agents have any authority to bind the other party or to incur any obligation on its behalf.

VIII. HOLD HARMLESS

Participating Districts acknowledge that the explosive detection canine service utilized for inspections detects multiple odors used in explosive devises.

Participating Districts acknowledge that the use of the explosive detection canine service does not render any site free of explosive devices.

Participating Districts will hold the SJCOE and all its representatives harmless from any and all claims arising out of the inspection services provided in this Agreement, except for liability arising out of the sole negligence of the SJCOE.

Participating District agrees and acknowledges that KIDS does not carry insurance nor is there such insurance available in the private sector for liability coverage in the event of non-exposure and/or a detonation of any and all explosive devices that may or will result in damage, injury and/or death.

IX. NOTICE OF NON-RENEWAL

In any year in which this Agreement is due to expire, Participating Districts shall notify SJCOE not later than April 1st of their intent not to renew this Agreement for the subsequent fiscal year which shall commence on the following July 1st.

X. INTEGRATION

This Agreement constitutes the full and complete understanding between SJCOE and the Participating Districts. This Agreement supersedes any and all previous statements, agreements, and understandings, written or oral, with respect to the subject matter of this Agreement. This Agreement will be governed and construed in accordance with the laws of the State of California.

Signed:

_____Date:_____

James C. Thomas, Deputy Superintendent
San Joaquin County Office of Education

_____Date:_____

Superintendent, _____School District

Canine Consortium Cost Current Districts
2016 ~ 2019

District	P-I ADA (Current Year)	Cost Per ADA $0.172
Escalon	2,752.19	$473.00
Lammersville	3,939.58	$677.00
Lincoln	8,972.52	$1,541.00
Linden	2,166.96	$372.00
New Jerusalem	1,387.02	$238.00
Ripon	2,989.01	$513.00
Tracy	14,848.70	$2,551.00
SJCOE (Includes DSSD)	5,071.80	$872.00
Total	**42,127.78**	**$7,237.00**

EXHIBIT 1

Canine Consortium Cost ~ All Districts
2016 ~ 2019

District	P-I ADA (Current Year)	Cost Per ADA $0.056
Escalon	2,752.19	$154.00
Jefferson	*2,281.08*	*$128.00*
Lammersville	3,939.58	$221.00
Lincoln	8,972.52	$503.00
Linden	2,166.96	$121.00
Lodi	*27,384.27*	*$1,535.00*
Manteca	*22,177.19*	*$1,243.00*
New Jerusalem	1,387.02	$78.00
Ripon	2,989.01	$168.00
Stockton	*35,129.15*	*$1,969.00*
Tracy	14,848.70	$832.00
SJCOE (Includes DSSD)	5,071.80	$285.00
Total	**129,099.47**	**$7,237.00**

The total P-1 ADA includes district operated charters. Districts in italics are currently not in the consortium

EXHIBIT 2