West Coast Protection LLC (OBA: Interquest Detection Canines)

Azusa Unified School District (the District)

This shall serve as an agreement by and between Interquest Detection Canines and the District for substance awareness and detection services is for the period of July 1, 2023 through June 30, 2024.

It is understood that the District has established and communicated a policy clearly defining contraband as all drugs of abuse (in the broadest terms), alcoholic beverages, firearms and ammunition, prescription and over-the-counter medication, and that this policy has been disseminated to all campus locations. Violations are considered inimical to the welfare of students and contrary to the District's desire to foster an atmosphere conducive to safety and education.

INTERQUEST shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on unannounced basis under the auspices and direction of the District administration with INTERQUEST acting as contractors of the District while conducting such inspections. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by District officials, shall be subject to inspection. Contraband detected on District property is the responsibility of the District.

INTERQUEST policy precludes the use of detection canines to "sniff" individuals under any circumstances.

INTERQUEST agrees to provide 10 half day visits for the duration of the contract. The District may increase the total number of visits by notifying INTERQUEST in writing. Each visit will be \$200.00 visit. Multiple canine teams will be charged on a per team basis. INTERQUEST will invoice for service on a monthly basis at the conclusion of the service month. The District agrees to pay for services within thirty (30) days of receipt of such invoice.

Upon entering into this Agreement, DISTRICT shall provide INTERQUEST with a school calendar denoting inappropriate canine visit dates during the school year. The calendar will serve as an addendum to this Agreement. INTERQUEST will schedule visits based on available dates as reflected on the calendar. Service will not be scheduled until the calendar is received.

INTERQUEST is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, and regional regulatory agencies as required. Detection canines are certified as reliable by the United States of America Detection Dog Association. All employees are registered with the Department of Justice in accordance with California Education Code requirements.

INDEPENDENT CONTRATOR STATUS

While performing its obligations under this agreement, INTERQUEST is an independent contractor and not an officer, employee or agent of the DISTRICT. INTERQUEST shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the DISTRICT.

INDEMNIFICATION

INTERQUEST agrees to indemnify, defend, and hold harmless the DISTRICT, its officers, agents, and employees from and against any and all liability, loss, damage, or expenses for claims for damages including but not limited to, bodily injury, death, personal injury or property damage, to the extent that such liability, loss damage or expense is directly and proximately caused by the negligence or wrongful acts of the INTERQUEST operations, or its services hereunder, including any workers' compensation suits, liability or expense, arising from or connected with services performed by or on behalf of INTERQUEST by any person pursuant to this agreement. INTERQUEST further agrees to pay on behalf of the DISTRICT any and all claims, damages, judgments, defense costs, adjuster fees and attorney fees directly resulting there from.

INSURANCE

Without limiting INTERQUEST's indemnification of the DISTRICT, .INTERQUEST shall provide and maintain at its own expense during the term of this agreement the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the DISTRICT and evidence of such programs satisfactory to the DISTRICT shall be delivered to the DISTRICT on or before the effective date of this agreement. Such evidence shall specifically identify this agreement and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modifications or termination of any program of insurance.

- <u>GENERAL LIABILITY</u> A program including, but not limited to, comprehensive general endorsed for contractual liability coverages, with a combined single limit of not less than \$4,000,000 per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT and shall name the DISTRICT, its officers, agents and employees as an Additional Insured.
- <u>AUTOMOBILE LIABILITY</u> A program including, but not limited to, comprehensive automobile liability with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT and shall name the DISTRICT, its officers, agents, and employees as Additional Insured.
- <u>WORKERS' COMPENSATION</u> A program of workers' compensation insurance shall be in force and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services by or on behalf of INTERQUEST and all risks to such persons under this agreement.

Satisfactory evidence of the above required ins1irance programs shall be in the form of a Certificate of Insurance along with the appropriate policy endorsements affording Additional Insured Coverage.

INTERQUEST DETECTION CANINES	FOR THE SCHOOL:
Scott Edmonds President	By Norma Carvajal Camacho, Assist. Superintendent, Ed. Srvs.
DATE: 05/01/2023	DATE:

Please return one (1) copy of this Agreement <u>and your District calendar</u> in the enclosed envelope. Retain the other copy for school files.