

ORIGINAL

SERVICES AGREEMENT

Between the City of Reedley and the Kings Canyon Unified School District
for Police Services

This Services Agreement (Agreement) is entered into this 11 day of September, 2012, by and between the City of Reedley, a municipal corporation, ("City"), and The Kings Canyon Unified School District ("District").

ROLES, CONTRIBUTIONS AND RESPONSIBILITIES

The City agrees to assign (1) one Police Resource Officer assigned to Reedley High School and its feeder elementary and middle schools. The home base for the Reedley Resource Officer will be Reedley High School, where it is understood that the officer will respond to non-school calls, as needed, and attend meetings and training, as required by the Reedley Police Department.

COMPENSATION

District agrees to pay City a total of \$30,000 for (1) one officer to provide these services. Payment will be made in two installments of \$15,000 to be paid upon being invoiced by the Reedley Police Department in August 2012 and January 2013. Payments will be made no later than 30 days from the invoice date.

EFFECTIVENESS, DURATION AND TERMINATION

This Agreement shall be effective as of the date first written above, and shall remain in effect for an initial term running through June 30, 2013. Either party may at any time terminate this Agreement without cause at the party's convenience by giving not less than 30 days prior written notice to the other party. Upon such termination, all rights and obligations of each party under this Agreement shall cease as of the Effective Date of Termination, except for those specific obligations that shall survive termination as set forth herein. In the event of early termination, parties agree to pay or reimburse a pro-rated share of the compensation based upon a 12-month timeframe.

INDEMNIFICATION

The District shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the District, City or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of the District or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

City shall indemnify, hold harmless and defend the District and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, the District or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation

expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of City or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by City of governmental immunities including California Government Code section 810 et seq.

The District agrees that this Agreement shall in no way act to abrogate or waive any immunities available to City under the Tort Claims Act of the State of California.

In the event of concurrent negligence on the part of the District or any of its officers, officials, employees, agents or volunteers, and City or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

The parties duty to indemnify each other and its officials, officers, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the Agreement of indemnification to be provided by the parties. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the parties or any of its officers, board members, employees, agents, volunteers, invitees, caterers, concessionaires, suppliers, vendors, consultants, contractors or subcontractors.

This section shall survive termination or expiration of this Agreement.

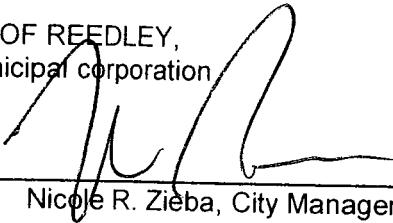
ENTIRE AGREEMENT

It is mutually understood and agreed that the foregoing constitutes the entire Agreement between the parties. Any modifications or amendments to this Agreement must be in writing signed by an authorized agent of each party.

IN WITNESS THEREOF, the parties have caused their authorized agents to execute this Agreement as of the date first set forth above:

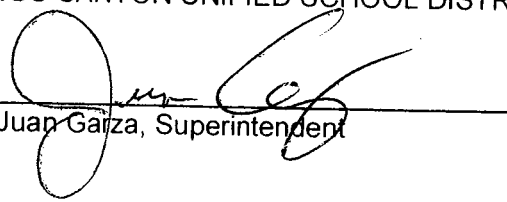
CITY OF REEDLEY,
a municipal corporation

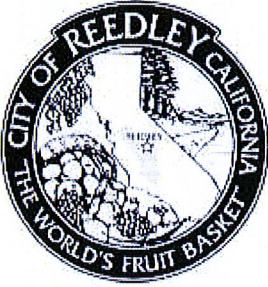
By: _____


Nicole R. Zieba, City Manager

THE KINGS CANYON UNIFIED SCHOOL DISTRICT

By: _____


Juan Garza, Superintendent



REEDLEY CITY COUNCIL

- Consent
- Regular Item
- Workshop
- Closed Session
- Public Hearing

ITEM NO: 5

DATE: SEPTEMBER 11, 2012

TITLE: APPROVE A SERVICE AGREEMENT WITH THE CITY OF REEDLEY AND KINGS CANYON UNIFIED SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER FOR THE 2012/2013 SCHOOL YEAR.

SUBMITTED: Joe Garza
Chief of Police

APPROVED: Nicole Zieba
City Manager

RECOMMENDATION

That the City Council approve the Services Agreement between the City of Reedley and Kings Canyon Unified School District ("KCUSD") for a School Resource Officer for one year.

BACKGROUND

The Reedley Police Department has provided a School Resource Officer to KCUSD for many years. Both parties believe that a School Resource Officer is important for the security of the students, provides positive interaction with students and helps with the prevention of crime. This partnership has had positive outcomes for all parties involved.

FISCAL IMPACT

KCUSD will pay the City of Reedley \$30,000 for a portion of one officer's time to be spent as the School Resource Officer for the 2012/2013 school year.

ATTACHMENTS

1. Services Agreement between the City of Reedley and the Kings Canyon Unified School District

Motion: _____

Second: _____