

AMENDED 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 1 day of August, 2017, 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 base of operations 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 \$60,000 for (1) one officer to provide these services. Payment will be made in two installments of \$30,000 to be paid upon being invoiced by the City of Reedley in September 2017 and January 2018. 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, 2018. 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, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care

and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officer and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

INTEGRATION OF PRIOR TERMS AND CONDITIONS

This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.

~~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.~~

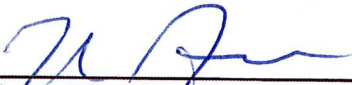
ENTIRE AGREEMENT

~~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.~~

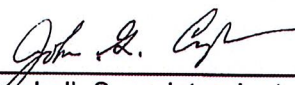
IN WITNESS THEREOF, the parties have caused their authorized agents to execute this Agreement as of the date first set forth above:

CITY OF REEDLEY,

a municipal corporation

By: 
Nicole R. Zieba, City Manager

THE KINGS CANYON UNIFIED SCHOOL DISTRICT

By: 
John Campbell, Superintendent



REEDLEY CITY COUNCIL

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

ITEM NO: 4

DATE: April 24, 2018

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDED SERVICE AGREEMENTS WITH THE KINGS CANYON UNIFIED SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER, NARCOTICS DETECTION AND CONTRACTED POLICING SERVICES

SUBMITTED: Paul A. Melikian, Assistant City Manager 

APPROVED: Nicole R. Zieba, City Manager 

RECOMMENDATION

Staff recommends that the City Council approve and authorize the City Manager to execute amended service agreements with the Kings Canyon Unified School District (KCUSD) for: 1) School Resource Officer; 2) Narcotics Detection; and 3) Contracted Policing Services to reflect updated indemnification language as required by recent actions of the Central San Joaquin Valley Risk Management Authority.

EXECUTIVE SUMMARY

On May 23, 2017, the City Council approved and authorized the City Manager to execute the aforementioned service agreements with the KCUSD. Subsequently, the Central San Joaquin Valley Risk Management Authority (CSJVRMA) Board met in June 2017 and took action to approve substantive changes to the CSJVRMA's Pooled Liability Program Memorandum of Coverage. One of the significant coverage changes was to add an exception to the coverage exclusions for claims arising out of failure to perform, or breach of, any contractual obligation entered into by a member and claims arising out of liability assumed under contract. The exception applies only to agreements/contracts between member cities and third parties with terms of six months or longer involving the use of city police officers and provides breach of contract and contractual liability coverage. In order for the exception to apply, member cities must ensure these types of agreements contain a specific indemnity clause as approved by the CSJVRMA Board.

The new indemnity clause better protects the City in the event there is a liability claim arising out of the City's provision of contractual policing services to the District. To ensure coverage under the Memorandum, member cities (including Reedley) must incorporate the approved indemnity language into their agreements with effective dates on or after July 1, 2018.

The City has been working with the KCUSD to explain the need for the revised indemnification clause and make sure everyone is comfortable with its application. Although not absolutely required by the City's new Memorandum of Coverage, the District went ahead and approved the use of the revised language for the two current year contracts effective through June 30, 2018, and the general policing services agreement effective through June 30, 2022. The new service agreements for School Resource Officer and Narcotics Detection, covering the 2018-19 fiscal/school year, are expected to be taken before the City Council for consideration in May 2018. The third agreement, for general contract policing services, is in effect through June 30, 2022, therefore no additional approvals will be required should this amendment be approved.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

Amended Agreements with the KCUSD for School Resource Officer, Narcotics Detection, and Contracted Policing Services