

SERVICES AGREEMENT

Between the **CITY** of Reedley and the Kings Canyon Unified School **DISTRICT**
for **Narcotics Detection Services**

This Services Agreement (Agreement) is entered into the 1st day of July, 2019, by and between the City of Reedley, a municipal corporation, ("**CITY**"), and The Kings Canyon Unified School District ("**DISTRICT**").

ROLES, CONTRIBUTIONS AND RESPONSIBILITIES

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 detrimental to the welfare of students and contrary to the **DISTRICT'S** desire to foster an atmosphere conducive to safety and education.

CITY shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of the **DISTRICT** administration with **CITY** acting as an agent 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. School defined contraband detected on **DISTRICT** property is the responsibility of the **DISTRICT**. School contraband should be turned over to **CITY** depending on the level of action taken at the **DISTRICT** discretion. All "Legally defined" contraband (ie, narcotics, stolen property) shall be turned over to **CITY** for destruction.

CITY will schedule **DISTRICT** visits in conjunction with days designated by the **DISTRICT** as appropriate for visits. **DISTRICT** will provide a school calendar with inappropriate dates for service noted. This calendar will serve as an addendum to the Agreement. All other dates will be considered acceptable for visits. Service will NOT be scheduled until the calendar is received.

CITY 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 National Narcotic Detector Dog Association or equivalent independent agency. All employees are registered with the Department of Justice in accordance with California Education Code requirements.

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

COMPENSATION

CITY agrees to provide **14 visits** for the contract period. The **DISTRICT** may increase the total number of visits by notifying **CITY** in writing. Each visit will be **\$250.00 per** visit. **CITY** 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.

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49 **EFFECTIVENESS, DURATION AND TERMINATION**

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51 This Agreement shall be effective as of the date first written above and shall remain in effect for
52 an initial term running through June 30, 2020. Either party may at any time terminate this
53 Agreement without cause at the party's convenience by giving not less than 30 days prior
54 written notice to the other party. Upon such termination, all rights and obligations of each
55 party under this Agreement shall cease as of the Effective Date of Termination, except for those
56 specific obligations that shall survive termination as set forth herein. In the event of early
57 termination, parties agree to pay or reimburse a pro-rated share of the compensation based
58 upon a 12-month timeframe.

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60 **INDEMNIFICATION**

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62 The **DISTRICT** shall indemnify, defend, and hold harmless the **CITY**, its officers, officials,
63 employees, and volunteers from and against any and all liability, claims, damage, cost,
64 expenses, awards, fines, judgments, and expenses of litigation (including, without limitation,
65 costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature
66 arising out of or in connection with the assigned officer's performance of work or his or her
67 failure to comply with any of its obligations contained in the Agreement, except such loss or
68 damage which was caused by the active negligence by the **CITY**, or the gross or willful
69 misconduct of the assigned officer.

70
71 The **CITY** shall indemnify, defend, and hold harmless the **DISTRICT**, its officers, officials,
72 employees, and volunteers from and against any and all liability, claims, damage, cost,
73 expenses, awards, fines, judgments, and expenses of litigation (including, without limitation,
74 costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature
75 arising out of the active negligence by the **CITY** or the gross or willful misconduct of the
76 assigned officer during the performance of work hereunder.

77
78 If the **DISTRICT** rejects a tender of defense by the **CITY** and/or the assigned officer under this
79 Agreement, and it is later determined that the **CITY** and/or the officer breached no duty of care
80 and/or was immune from liability, the **DISTRICT** shall reimburse the **CITY** and/or officer for any
81 and all litigation expenses (including, without limitation, costs, attorney fees, expert witness
82 fees and prevailing party fees and cost). A duty of care or immunity determination may be
83 made by a jury or a court, including a declaratory relief determination by a court after the **CITY**
84 and/or officer settles a liability claim, with or without participation by the **DISTRICT**.

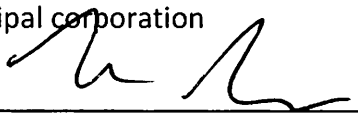
85
86 The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by
87 the **CITY** or its assigned officer that they would not owe in the absence of the Agreement. The
88 Agreement does not create an affirmative duty of care (including, without limitation, a duty to
89 protect, a duty to deter and/or a duty to intervene) by the **CITY** or the assigned officer and the
90 absence of the assigned officer and/or the patrol vehicle is not a material breach of this
91 Agreement. The Parties further acknowledge that by entering into this Agreement neither the
92 **CITY** nor its assigned officer intends to waive any immunities to which they would be entitled
93 in the absence of the Agreement.

95 **INTEGRATION OF PRIOR TERMS AND CONDITIONS**

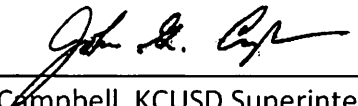
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97 This Agreement, including all recitals, constitutes the entire agreement of the Parties. This
98 Agreement may be amended or modified only by the mutual written agreement of the Parties.
99 This Agreement is invalid unless approved by the legislative body of each Party, although it may
100 be executed by an authorized agent of each Party. An authorized agent of the **CITY** shall be a
101 person specifically authorized by the legislative body of the **CITY** to execute this Agreement, at
102 the level of **CITY** Manager or **CITY** Attorney or equivalent.
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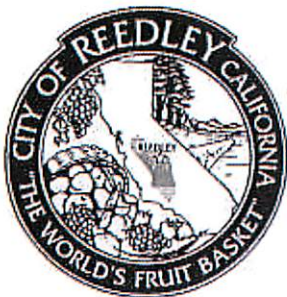
104 IN WITNESS THEREOF, the parties have caused their authorized agents to execute this
105 Agreement as of the date first set forth above:
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107 **CITY OF REEDLEY,**
108 a municipal corporation

109 
110 By: _____
111 Nicole R. Zieba, Reedley **CITY** Manager
112

113 **THE KINGS CANYON UNIFIED SCHOOL DISTRICT**

114 
115 By: _____
116 John Campbell, KCUSD Superintendent
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REEDLEY CITY COUNCIL

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

ITEM NO: 2

DATE: June 11, 2019

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF REEDLEY A SERVICE AGREEMENT WITH KINGS CANYON UNIFIED SCHOOL DISTRICT FOR NARCOTICS DETECTION, INTERVENTION AND PREVENTION FOR THE 2019/2020 SCHOOL YEAR.

SUBMITTED: Jose L. Garza, Chief of Police

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

That the City Council authorize and approve the City Manager to sign on behalf of the City of Reedley a service agreement with Kings Canyon Unified School District for Narcotics Detection, Intervention and Prevention for the 2019/2020 school year.

BACKGROUND

The Reedley Police Department has provided Narcotics Detection, Intervention and Prevention for KCUSD for many years. The purpose of the agreement is to continue a partnership between the City of Reedley and the Kings Canyon Unified School District in an effort to control possession of contraband by students in the school district.

The City of Reedley will be responsible for providing Narcotics Detection, Intervention and Prevention utilizing contraband detection canines. These inspections are unannounced and are for the purpose of detecting "School Defined" contraband and "Legally Defined" contraband. School defined contraband as defined by the district are; all drugs of abuse (in the broadest terms), alcoholic beverages, firearms and ammunition, prescription and over the counter medication. Legally defined contraband are simply defined as any property that is illegal for anyone to possess, such as but not limited to narcotics and stolen property.

The City of Reedley and the Kings Canyon Unified School District believe violations are detrimental to the welfare of students and contrary to the desire to create, foster and maintain an atmosphere conducive to safety and education. It is the belief of the City of Reedley and the Kings Canyon Unified School District with this policy and partnership

not only detect contraband on the campuses impacted but will tend to prevent many individuals from bringing contraband on campuses of the District.

The Kings Canyon Unified School District agrees to pay the City of Reedley \$250.00 per visit for the contract period. The Kings Canyon Unified School District has requested a minimum of 14 visits which will be billed on a monthly basis.

The City of Reedley believes this is an important partnership in the effort to combat criminal activity, possession of contraband on KCUSD campuses and allow the KCUSD to more effectively dispose of contraband by turning it over to the Reedley Police Department for destruction.

FISCAL IMPACT

The general fund will receive approximately \$3,500 from this contract if all visits are completed.

ATTACHMENTS

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

PO# 2000549CONTRACT # 19614, appr. 7-23-19**KINGS CANYON UNIFIED SCHOOL DISTRICT**1502 "I" STREET, REEDLEY CA 93654
PHONE: 559-305-7010 -- FAX: 559-637-1225Submit for
Board
approval if
over
\$5,000.00.**INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This Independent Contractor Services Agreement is entered into by and between the **KINGS CANYON UNIFIED SCHOOL DISTRICT** ("DISTRICT") and ("Contractor").

City of Reedley Police Dept1733 NINTH STREET

Contractor/Consultant

Mailing Address

REEDLEYCA93654

City

State

Zip Code

94-6000402

Taxpayer ID No.

Contractor's License No.

DIR Registration No.

SCOPE OF SERVICES

CONTRACTOR shall perform/provide the following services for the DISTRICT:

14 half day Canine Detection visits at RHS in the 2019-2020 school year;\$250 per visit with City of Reedley/Police invoicing for service on a monthly basis

(For additional explanation of services, attach Exhibit A which then will be incorporated here in full by this reference.)

TERM OF AGREEMENTThe term of this Agreement shall begin 7/1/19 and will terminate on or before 6/30/20.**PAYMENT FOR SERVICES**

Payment to CONTRACTOR for all services pursuant to this Agreement shall not exceed: \$ 3500.00; Hourly/daily rates not to exceed: \$ _____. Payment will be made within thirty (30) days of invoicing following satisfactory completion of the services. CONTRACTOR agrees to indemnify and hold harmless the DISTRICT from any and all cost, loss, or liability whatsoever arising from or caused by any challenge to the payments made by DISTRICT to CONTRACTOR, including any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities. By submitting an invoice for payment of services, the CONTRACTOR is (1) certifying under penalty of perjury that to the best of his or her knowledge, information, and belief, the services covered by the invoice has been completed in accordance with the Agreement; and (2) guaranteeing that all professional services rendered in the performance of this Agreement are in keeping with current generally accepted practices for an educational institution.

Funding Source Name: General FundFUNDING ACCOUNT: 0100_00000_0_0000_7300_580000_000_00_7115

The CONTRACTOR shall not commence work under this Agreement until the required insurance, fingerprint clearance (if required), and IRS W-9 Forms are approved and are on file with the DISTRICT.

The Agreement includes the General Terms and Conditions as printed below, and the CONTRACTOR, by executing this Agreement, agrees to comply with all such General Terms and Conditions.

Kings Canyon Unified
1502 I Street
Reedley CA 93654

Purchase Order No.

The number below MUST appear
on all invoices, pkgs., etc.

2000549

Order Date: 07/25/2019

(559) 305-7010

FAX: (559) 637-1186

Invoice To:

Kings Canyon Unified School Dist
1502 I Street
Reedley CA 93654-3350

Ship Prepaid To:

Kings Canyon Unified School Dist
1502 I Street
Reedley CA 93654-3350

TO:

VE# 5538 **FAX#** (559) 638-2615 **Phone#** (559) 637-4200
ext 246

City of Reedley Police Dept
1733 NINTH STREET
REEDLEY CA 93654-0000

Remit To:

City of Reedley Police Dept
1733 NINTH STREET
REEDLEY CA 93654-0000

Quantity Ordered	Unit of Measure	Description of Articles or Service	Unit Price	Total Cost
14	Each	Half day canine detection visits at RHS, 2019-2020	\$250.00	\$3,500.00
1	Each	Pay upon invoice, as per contract 19-614, approved 7/23/19	\$0.00	\$0.00
			Sub Total:	\$3,500.00
			Discount:	\$0.00
			Tax:	\$0.00
			P.O. Total:	\$3,500.00

Requested By: Mary Carousso

Authorized By:

Requisition #: 2000249

Fu---Re---Y-Gl---Fn---Ob-----Si--Ll-DP
0100-00000-0-0000-7300-580000-000-00-7115

Amount
\$3,500.00

1. If unable to fill order or invoice exactly in accordance with description, unit and price hereon, do not ship. Advise us.
2. If price is omitted on order it is agreed that your price will be the lowest prevailing market price.
3. Orders not received on date specified may be cancelled by us.
4. Goods subject to our inspection on arrival.
5. There must be a separate invoice for each purchase order.
6. On orders F.O.B. Shipping Point prepay shipping charges, add to invoice, and attach paid freight bill as evidence of prepayment charges.
7. All materials, supplies and equipment must comply with requirements of the California Occupational Safety and Health Act and all electrical equipment must comply with three wire grounding requirements.

Approved

