

SERVICES AGREEMENT

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

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

The City agrees to provide (1) one Police School Resource Officer assigned to Reedley High School and its feeder elementary and middle schools. The base of operations for the Reedley School 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 \$65,000 for (1) one officer to provide these services. Payment will be made in two installments of \$32,500 to be paid upon being invoiced by the City of Reedley in September 2019 and January 2020. 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, 2020. 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

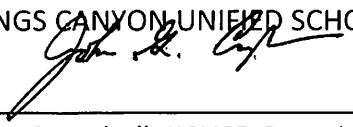
This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized 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.

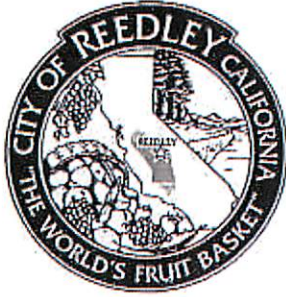
IN WITNESS THEREOF, the parties have caused their authorized agents to execute this Agreement as of the date first set forth above:

CITY OF REEDLEY,
a municipal corporation

By: 
Nicole R. Zieba, Reedley City Manager

THE KINGS CANYON UNIFIED SCHOOL DISTRICT

By: 
John Campbell, KCUSD Superintendent



REEDLEY CITY COUNCIL

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

ITEM NO: 6

DATE: June 11, 2019

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE ANNUAL SERVICE AGREEMENT WITH KINGS CANYON UNIFIED SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER FOR THE 2019/2020 SCHOOL YEAR.

SUBMITTED: Jose L. Garza, Chief of Police 

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

That the City Council approve and authorize the City Manager to sign on behalf of the City of Reedley a service agreement with Kings Canyon Unified School District ("KCUSD") for a School Resource Officer for the 2019/2020 school 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 \$65,000 for a portion of one officer's time to be spent as the School Resource Officer for the 2019/2020 school year. It should be noted in the previous years KCUSD paid \$60,000 and through negotiations agreed to increase the payment to \$65,000.

ATTACHMENTS

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

Kings Canyon Unified
1502 I Street
Reedley CA 93654

Purchase Order No.

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

2000537

Order Date: 07/25/2019

(559) 305-7010

FAX: (559) 637-1186

Invoice To:

Ship Prepaid To:

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

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
1	Each	School Resource Officer of 2019-2020, Reedley Schools	\$65,000.00	\$65,000.00
1	Each	Pay upon invoice, as per contract 19-615, approved 7/23/19	\$0.00	\$0.00
			Sub Total:	\$65,000.00
			Discount:	\$0.00
			Tax:	\$0.00
			P.O. Total:	\$65,000.00

Requested By: Mary Carousso

Authorized By:

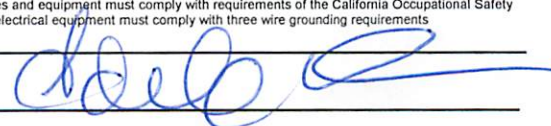
Requisition #: 2000244

Fu---Re---Y-G1---Fn---Ob-----Si--L1-DP
0100-00000-0-1110-8300-510000-000-00-0061

Amount
\$65,000.00

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



PO# 2000 537CONTRACT # 19-615

appr. 7-23-19

KINGS CANYON UNIFIED SCHOOL DISTRICT1502 "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 Dept**1733 NINTH STREET**

Contractor/Consultant

Mailing Address

REEDLEY**CA****93654**

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:

School Resource Officer (SRO) for 2019-2020 at RHS and Reedley area schools.

(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: \$ 65,000.00; 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_1110_8300_510000_000_00_0061

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.