

AGREEMENT

THIS AGREEMENT, is entered into as of October 11, 2006, between the COUNTY OF TULARE, referred to as the COUNTY, and ALLENSWORTH ELEMENTARY SCHOOL DISTRICT, referred to as the SCHOOL DISTRICT, with reference to the following:

- A. The SCHOOL DISTRICT desires to benefit from the services of a School Resource Officer employed by the COUNTY for its Secure Our Schools Program;
- B. The parties are willing to enter into this Agreement upon the terms and conditions set forth;

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become effective September 01, 2006, and shall terminate on August 31, 2008, unless otherwise terminated as provided in the Agreement.

2. SERVICES: Under the Tulare County Secure Our Schools Program, the COUNTY shall provide (1) Deputy Sheriff to serve as a School Resource Officer at the SCHOOL DISTRICT an average of one day per week. Under the supervision of the Tulare County Sheriff's Department and in cooperation with the SCHOOL DISTRICT principal and assistant principals/deans, the School Resource Officer shall perform the following activities:

- a) Provide a law enforcement presence on campuses of the SCHOOL DISTRICT and at school-related functions such as athletic events, school dances and other extra-curricular activities;
- b) Assist the SCHOOL DISTRICT in enforcement of attendance laws through counseling with students and parents, making home calls;
- c) Regularly meet with district and school administrative staff, teachers, parents, student body representatives and community residents and officials to discuss law enforcement needs on campus;
- d) Utilize intervention and prevention skills with students who are involved in criminal activity or who have been identified by the deputy or school administration as in need of attention;
- e) As appropriate, relay information to management at the Pixley Substation of the Sheriff's Department when learning of planned criminal activity at a SCHOOL DISTRICT campus;
- f) Provide classroom instruction on law enforcement issues, such as gang awareness, drug avoidance, and other related subjects;
- g) Perform the above-described duties during the regular school year and during the summer school session.

3. REIMBURSEMENT OF COSTS: The SCHOOL DISTRICT agrees to reimburse the COUNTY for an amount not to exceed twelve-and-a-half percent (12.5%) of the salary and fringe benefits of the School Resource Officer. Fifty percent of the deputy's salary and fringe benefits will be paid through a grant from the Secure Our Schools Program of the

Office of Community Oriented Policing Services division of the U.S. Department of Justice. The COUNTY will be responsible for paying the officer's transportation, communications and other related expenses. The COUNTY will bill the SCHOOL DISTRICT at the end of each quarter for its share of the costs and expenses incurred during the quarter, and the SCHOOL DISTRICT shall pay the invoice within thirty (30) days of receipt.

4. OFFICE: The SCHOOL DISTRICT will provide office space for the School Resource Officer while on campus. The deputy also will have an office at the Pixley Substation of the Tulare County Sheriff's Department.

5. INDEMNITY: The SCHOOL DISTRICT and the COUNTY shall hold harmless, defend and indemnify each other, their agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of their activities or those of their agents, officers or employees under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

6. LOSS OF FUNDING: It is understood and agreed that if the funding is either discontinued or reduced for this project for the COUNTY or SCHOOL DISTRICT, that the COUNTY or SCHOOL DISTRICT shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least sixty (60) days prior written notice of such termination.

7. EMPLOYEE STATUS: It is mutually understood and agreed that the School Resource Officer at all times while carrying out this Agreement shall be acting as COUNTY employee and shall have the status of independent contractor as to the SCHOOL DISTRICT. The COUNTY shall retain the right to control and direct the services of the School Resource Officer assigned pursuant to this Agreement, and shall retain the usual management rights, powers and authority of an employer over such employee.

8. NOTICE: Except as may otherwise be required by law, any notice to be given shall be in writing and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Board of Supervisors
County Administrative Building
2800 West Burrel Avenue
Visalia, CA 93291

Fax No.: (559) 733-6319

Confirming No.: (559) 733-6531

COPY TO:

Tulare County Sheriff's Department
County Civic Center
2404 West Burrel Avenue
Visalia, CA 93291

Fax No.: (559) 737-4283

Confirming No.: (559) 733-6520, Ext. 6520

SCHOOL DISTRICT:

Allensworth Elementary School District
3320 Young Rd.

Allensworth, CA 93219
Fax No.: (661) 849-6634
Confirming No.: (661) 849-2401

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address or phone or fax number by giving written notice pursuant to this paragraph.

9. ASSIGNMENT: No part of this Agreement may be assigned by either party without the prior written consent of the other party.

10. TERMINATION:

a. Without Cause: County will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. Upon receipt of a notice of termination or cancellation, either party shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

b. With Cause: This Agreement may be terminated by either party should the other party:

- i. be adjudged a bankrupt, or
- ii. become insolvent or have a receiver appointed, or
- iii. make a general assignment for the benefit of creditors, or
- iv. suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- v. materially breach this Agreement.

For any of the occurrences except item (v.), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within FIVE (5) days of written notice specifying the breach. If the breach is not remedied within that FIVE (5) day period, the non-defaulting party may terminate the agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5 day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.

c. Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-

termination contract activities. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

11. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between the COUNTY and the SCHOOL DISTRICT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

12. HEADING: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the heading.

13. CONSTRUCTION: This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

14. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

15. WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

16. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party.

17. FURTHER ASSURANCES: Each party agrees to execute any additional documents and to perform any further acts which may be reasonable required to effect the purposes of this Agreement.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date: _____

By _____

Chairman, Board of Supervisors

“County”

ATTEST: C. BRIAN HADDIX
County Administrative Officer/Clerk of the
Board of Supervisors of the County of Tulare

**APPROVED AS TO FORM:
COUNTY COUNSEL**

By Maria Diaz 9/29/06
Deputy

By _____

Deputy Clerk

ALLENSWORTH ELEMENTARY SCHOOL DISTRICT

Date: October 11, 2006

By Robert Cardenas

Title Superintendent/Principal

“School District”

Approved as to Form
County Counsel

Approved as to Form
School District Attorney

By _____

Deputy

By Harold W. Wood, Jr.

Deputy

Date: _____

Date: 9-28-06