

AGREEMENT TO FURNISH SCHOOL RESOURCE OFFICER
TRAINING SERVICES TO THE CITY OF REDLANDS

This Agreement is made and entered into this 1st day of July, 2003 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Corbin & Associates, Inc. (hereinafter "Consultant").

In consideration of the mutual promises, covenants and conditions hereinafter set forth, City and Consultant agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

1.1 City agrees to host Consultant in connection with Consultant's performance of school resource officer training programs for the California Commission on Peace Officers' Standards and Training ("POST") for the State of California and City's Police Department.

1.2 Consultant represents to City that it has the skill and the professional expertise necessary to provide high quality school resource officer training programs for POST and City at the level of competency presently maintained by other practicing professional consultants in the industry providing similar types of training programs.

ARTICLE 2 - RESPONSIBILITIES OF CONSULTANT

2.1 For each of the training programs conducted by Consultant during the term of this Agreement, Consultant shall permit five (5) members of the Redlands Police Department to attend such program at no cost to City.

2.2 Consultant shall comply with all applicable Federal, State and local rules, laws and regulations in performing its training programs for POST, City and other entities throughout the state.

ARTICLE 3 - NOTICE

3.1 Any notice required by this Agreement, shall be made in writing and may be given by personal delivery or by mail. Notices shall be addressed as follows:

City
Chief of Police
City of Redlands
35 Cajon Street
P. O. Box 3005
Redlands CA 92373

Consultant
Elaine Corbin, President
Corbin & Associates, Inc
3752 Half Moon Drive
Orlando, Florida 32812

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

ARTICLE 4 - INSURANCE

4.1 Assignment Requirements. Consultant is expressly prohibited from assigning any of the Services without the prior written consent of City.

4.2 Hold Harmless and Indemnification. Consultant shall defend, indemnify, and hold harmless City, its elected officials, officers, employees and agents from and against any and all actions, claims, demands, lawsuits, losses and liability for damages to persons or property, including costs and attorney fees, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with Consultant's negligent and/or intentionally wrongful acts or omissions under this Agreement, including any claims for federal or state law copyright infringement or violation of any other intellectual property laws.

ARTICLE 5 - GENERAL CONSIDERATIONS

5.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees.

5.2 Consultant and City agree that Consultant is, for all purposes under this Agreement, an independent contractor with regard to the school resource officer training programs it provides throughout the state and not an employee of City. All personnel employed by Consultant are for its account only, and in no event shall Consultant or any personnel retained by Consultant be deemed to have been employed by City or engaged by City for the account of or on behalf of City. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

5.3 This Agreement may be terminated by City, without cause, by providing ten (10) days prior written notice to Consultant (delivered by certified mail, return receipt requested) of intent to terminate. City shall have no liability for any claims, damages or losses resulting to Consultant as a result of any exercise by City of its right to terminate this Agreement.

5.4 This Agreement, including the attachments incorporated herein by reference, represents the entire agreement and understanding between the parties and any prior negotiations, proposals or oral agreements are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved by the City Council of City and signed by City and Consultant.

5.5 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

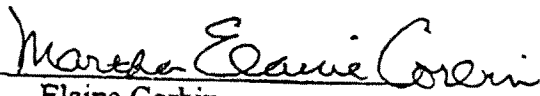
IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in conformation of this Agreement.

CITY OF REDLANDS
("City")

By: 

Karl N. Haws
Mayor

CORBIN & ASSOCIATES, INC. .
("Consultant")

By: 

Elaine Corbin
President

Attest:


Lorrie Poyzer, City Clerk
City of Redlands