

**LAW ENFORCEMENT SERVICES AGREEMENT
MELBA JOINT SCHOOL DISTRICT #136 AND CANYON COUNTY**

THIS AGREEMENT is made and entered into by and between the Melba Joint School District 136, a Political Subdivision of the State of Idaho, hereinafter referred to as "District" and Canyon County, a Political Subdivision of the State of Idaho, hereinafter referred to as "County".

WHEREAS, District desires to enter into a contract with County for the performance of law enforcement services at schools within the district and at after-school events; and

WHEREAS, the Canyon County Sheriff's Office, hereinafter referred to as "CCSO," has personnel qualified and capable to provide law enforcement protection and services within Canyon County and is agreeable to rendering such law enforcement services within the terms and conditions set forth in this Agreement; and

WHEREAS, the parties to their Agreement are authorized by the laws of the State of Idaho to enter into such an agreement pursuant to the provisions of Idaho Code §§ 31-604, 33-512 and 67-2332.

NOW THEREFORE, the parties hereto agree as follows:

1. The County agrees to employ, furnish, and supply a deputy, referred to herein as a School Resource Officer (SRO), together with his/her equipment, supplies, vehicle, and supervision and such other items that are reasonably necessary to provide law enforcement services to the District, under the following terms and conditions:
 - a. CCSO will provide one (1) deputy as an SRO who will work the District an average of fifteen (15) hours per week.
 - b. CCSO agrees to provide an SRO for certain after-school activities. Any hours worked by the SRO at an after-school event shall be counted in the hours worked by the SRO in that week as mentioned in subsection (a) above. The Principal shall by mutual agreement with the SRO determine the date and hours to start and end for each after-school activity at which the SRO's presence is requested. The Principal shall by mutual agreement with the SRO determine the date and presence requested. The Principal shall coordinate with the SRO concerning the number and attire of school security guards required, if any, at such after-school activities.
 - c. The personnel used by CCSO to perform the law enforcement services shall remain under the jurisdiction and control of CCSO while rendering the services, and CCSO shall maintain the standard of performance of such personnel.
 - d. Except as otherwise specifically set forth in this Agreement, such law enforcement services shall only encompass duties and functions of the type of

coming within the jurisdiction of and customarily rendered by a sheriff of a county in the State of Idaho under the statutes of the State of Idaho and the ordinances of Canyon County. The Canyon County Prosecuting Attorney's Office will not prosecute violations of city ordinances unless a contract for such prosecution services has been entered into with the respective city. The District will arrange for any prosecution of citations (for violations of city ordinances) issued by CCSO employees pursuant to this Agreement.

- e. The law enforcement services to be rendered by CCSO are services of an independent contractor with the District and standards of performance, the discipline of officers, patrol of personnel rendering such services, and other matters incident to performances of such services shall be the responsibility of the County and CCSO.
2. The District shall pay to the County the sum of Twenty Thousand Dollars (\$20,000) for law enforcement services to be rendered pursuant to this Agreement. Said sum shall be paid to the County after July 1, 2020.
3. To further facilitate the performance of services, the District agrees to set aside a workspace (desk and computer in the District office) and make facilities at the District available to the SRO performing services under the agreement so they may write reports, conduct interviews, make phone calls, and complete other administrative tasks without leaving the area. This area will be open to SRO anytime during the term of this Agreement.
4. In all instances where special supplies, stationery, notices forms and like must be issued in the name of the District, the same shall be supplied by the District at its cost and expense.
5. It is agreed that all the employees of the County and CCSO shall remain employees of the County for all purposes including the payment of wages and benefits, withholding or deductions from wages and/or salaries, retirement benefits, insurance, worker's compensation, and unemployment or other compensation to a County personnel performing services pursuant to this Agreement.
6. County, CCSO, and the elected officials, employees or agents thereof shall not be liable for the acts of the District or its employees or agents. To the extent permitted by law, District agrees to indemnify, hold harmless, and defend County, CCSO and its elected officials, employees, and agents from any and all claims, liabilities, losses, fees, or damages arising from the conduct of the employees or agents of the District pursuant to this Agreement.
7. District shall not be liable for acts of the County, CCSO, and the elected officials, employees or agents. To the extent permitted by law, these entities will hold harmless and defend the District from any and all claims, liabilities, losses, fees, or

damages arising from the conduct of employees or agents of the County, CCSO, and elected officials, employees, or agents.

8. This Agreement shall be effective commencing from the date of signature of both parties and shall continue in full force and effect through the end of the District's school year, specifically, the 2020-2021 school year.
9. This Agreement may be renewed by a mutual agreement of parties for the additional one (1) year periods under the terms and conditions as the parties agree. Funds under a renewed contract shall be paid to the County after July 1st of that upcoming school year.
10. Either party to this Agreement may terminate this Agreement with or without cause upon thirty (30) days written notice given to the other party. Should this Agreement be terminated by the CCSO, any funds paid under this Agreement shall be prorated and returned to the District. If this Agreement is terminated by the District, any funds paid under this Agreement shall NOT be prorated or returned to the District.
11. Each of the parties has designated an employee to be its administrator of this Agreement for the purpose of coordinating the efforts of employees of the District and the Employees of the CCSO. The District designates the School District Superintendent, ~~Dr. Andrew Grever~~ as its administrator and CCSO designates Sheriff Kieran Donahue as its administrator. Communications between the parties concerning the Agreement shall be made between the administrators or their designees.
12. Any notice to be given pursuant to the terms of this Agreement shall be sufficiently given for all purposes if delivered personally or if sent by U.S. Certified Mail, Return Receipt Requested, addressed to the party in question at the address as hereinafter set forth:

Dr. Sherry Ann Adams
School District Superintendent
P. O. Box 185
511 Broadway Ave.
Melba, ID 83641

Sheriff Kieran Donahue
Canyon County Courthouse
1115 Albany St.
Caldwell, ID 83605

13. This Agreement encompasses the entire agreement of the parties and may not be modified or changed in any way except by a written document signed by all the parties hereto.

DR. SHERRY ANN
ADAMS

14. Any provision of the Agreement which is found by a court of competent jurisdiction to be invalid or illegal shall in no way affect or invalidate any other provision of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.
15. This Contract shall be executed in two (2) originals with each party retain an original.

IN WITNESS WHEREOF the parties have adopted this Agreement by its governing bodies and the Agreement has been signed and attested by the authorized officials of each party.

DATED this _____ day of _____, 2020.

MELBA JOINT SCHOOL DISTRICT

Board Chairman

ATTEST:

By: _____
District Clerk

DATED this _____ day of _____, 2020.

CANYON COUNTY SHERIFF'S OFFICE

Kieran DeFahue, Sheriff

DATED this _____ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS

- _____ Motion Carried Unanimously
- _____ Motion Carried/Split Vote Below
- _____ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
<u>Commissioner Leslie Van Beek</u>	_____	_____	_____
<u>Commissioner Tom Dale</u>	_____	_____	_____
<u>Commissioner Pam White</u>	_____	_____	_____

ATTEST: CHRIS YAMAMOTO, CLERK

By: _____
Deputy Clerk