

**AGREEMENT TO PROVIDE
SCHOOL RESOURCE OFFICER SERVICES
TO NOTUS SCHOOL DISTRICT NO. 135**

This Agreement is made and entered into by Canyon County (hereinafter "County"), a political subdivision of the state of Idaho, and the Board of Trustees of the Notus School District 135 (hereinafter "District"), a body corporate and politic of the state of Idaho.

The District desires to enter an agreement with the County for the provision of school resource officer services by the Canyon County Sheriff's Office (hereinafter "CCSO"). The County agrees to render such services under the terms and conditions set forth herein. This Agreement is authorized and provided for by the provisions of Idaho Code §§ 31-602, 31-604, 31-801, 31-802, 31-828, 33-301, 33-701, and 67-2332. No formal procurement process is necessary because the services provided herein are personal or professional services as contemplated by Idaho Code § 67-2803(4).

1. **SRO services.** The County shall provide School Resource Officer ("SRO") services for the District. The SRO may enforce the District's policies, procedures, rules, and regulations only to the extent that such violations constitute a violation of law, including breach of the peace, or a threat to public health or safety. To the extent that such violations do not constitute a violation of law, a breach of peace, or a threat to public health or safety, enforcement is solely the District's responsibility and is not an SRO service. Under no circumstances is the SRO responsible for supervising any of the District's students or the District's elected officials, officers, employees, volunteers, interns, externs, representatives, or agents (hereinafter collectively "employees"). Furthermore, the SRO is not a formal counselor or educator, and as such, should never be considered as a substitute for such.

2. **Hours.** Excluding school holidays and vacations, the County will provide 16 hours of SRO services every two-week pay period for the District, starting August 12, 2024, until school is no longer in session for the summer break. Hours spent providing SRO services includes services that arise directly out of services rendered under this Agreement, even if not performed on the District's property (e.g., writing reports, packaging evidence, transporting suspects). Any hours worked by the SRO at an after-school activity shall be counted in the hours worked by the SRO in that two-week pay period. The SRO will modify hours of SRO services provided during the remainder of the week in order to accommodate hours spent at after-school activities such that the SRO does not exceed 16 hours of SRO services in any given two-week pay period. If the SRO is sick or otherwise on leave, no replacement SRO will be provided unless such leave is anticipated to be for a week or longer. Furthermore, the SRO will occasionally have to respond to other CCSO business as emergencies arise.

3. **Compensation.** For the SRO services contemplated by this Agreement, the District shall pay the County Five Thousand Seven Hundred and Ninety One Dollars and Fourty Three Cents (\$5,791.43) by August 1, 2024. The District may prepay any or all of the amounts due without penalty.

4. **District responsibilities.** The District shall do the following:

(a) Provide the SRO with a secure office space and equipment to store files and records that can be accessed only by the SRO and CCSO employees, and that cannot be accessed by the District's employees. The office space should include a desk, chair, work table, internet access, desk phone and corresponding phone line, as well as access to office equipment, including but not limited to copiers, fax machine, and notepads.

(b) Provide the SRO with the ability (such as with keys, key cards, access codes) to access the secure office space when no District personnel is available.

(c) Supply special supplies, stationery, notices, forms and the like, at the District's cost and expense, when those items are to be issued in the name of the District.

(d) Provide CCSO and the SRO with a copy of the District's current policies, procedures, rules, and regulations, and any amendments as they arise.

(e) Adopt and implement policies, as required by Idaho Code § 33-210(1), specifying how the District's personnel shall respond when a student discloses or is reasonably suspected of using or being under the influence of alcohol or any controlled substance defined by Idaho Code § 37-2732C(1).

5. **Information sharing.** The District and the County agree to share and maintain the confidentiality of information as required and permitted by Idaho Code §§ 33-202, 33-205, 33-207(2), 33-207(3), 33-210, 16-1605, 74-105(1), 74-124, and 20 U.S.C. § 1232g.

6. **Term.** This Agreement shall be effective commencing on July 1, 2024, and ending June 30, 2025, unless terminated earlier pursuant to this Agreement.

7. **Termination.** Any County decision to terminate or not terminate this Agreement mid-term must be made by the Sheriff.

(a) *Convenience.* Either party may terminate this Agreement for any reason by providing the non-terminating party with 30 calendar days written notice.

(b) *Default.* In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate this Agreement by providing written notice to the defaulting party. This notice shall describe in sufficient detail the nature of the default. The party receiving such notice shall have fourteen (14) calendar days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement at the end of the fourteen (14) calendar day period.

(c) *Refund.* In the event of termination, the District shall be refunded an amount that is prorated to reflect the hours of services provided by the County, if any such refund is due.

8. **Nonappropriation.** In order to comply with the requirements of Article VIII, Section 3 of the Constitution of the State of Idaho, the County may cancel this Agreement for any fiscal year when the necessary funds for the fulfillment of this contract are not budgeted for, and appropriated by, the County. The County may, solely at its option, at the end of any fiscal year of the County, cancel this contract, without penalty, if the County determines not to budget or appropriate funds from revenues legally available to it, for the goods and services contracted. The County's fiscal year commences on the 1st day of October of each year and terminates on the 30th day of September of the following year.

9. **Indemnification.**

(a) *County duties.* To the extent allowed by Idaho law, including Article VIII, Section 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code § 6-901, et seq.), in the event the District is alleged to be liable solely as a result of wrongful acts, omissions, or negligence, or all three (3), of the County or its elected officials, officers, employees, volunteers, interns, externs, representatives, or agents (hereinafter collectively, "employees"), the County shall indemnify, defend, and hold harmless the District and its employees from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the actions of the County. This duty shall extend only to the extent that there are no allegations of wrongful acts, omissions or negligence of the District or its employees. In such event, the County and its insurer shall retain the right to appoint counsel and pay for the costs of defense.

(b) *District duties – negligence.* To the extent allowed by Idaho law, including Article VIII, Section 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code § 6-901, et seq.), in the event the County is alleged to be liable solely as a result of wrongful acts, omissions, or negligence, or all three (3), of the District or its employees, the District shall indemnify, defend, and hold harmless the County and its employees from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the actions of the District. This duty shall extend only to the extent that there are no allegations of wrongful acts, omissions or negligence of the County or its employees.

(c) *District duties – duty.* The County makes no representation of any kind that its provision of SRO services under this Agreement would satisfy any of the District's duties imposed by statute or common law, including, but not limited to, its duty of care, its duty to warn, its duty to investigate, its duty to supervise, and its duty to prevent foreseeable harm. Nothing in this Agreement pushes any duties by statutes or case law from the District to the County. These SRO services are not intended in any way to usurp or fulfill any of the District's responsibilities or duties. To the extent allowed by Idaho law, including Article VIII, Section 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code § 6-901, et seq.), the District shall indemnify, defend, and hold harmless the County and its employees from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the District's failure to satisfy its statutory and common law duties.

10. **Insurance.** Without limiting the parties' rights to indemnification, each party shall secure and provide to the other party before commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

(a) Worker's compensation insurance as required by Idaho statutes.

(b) Commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, and independent liability (if applicable), in an amount of not less than \$1,000,000 per occurrence, combined single limit, written on an occurrence form. The policy must cover any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the parties' acts.

(c) Business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per occurrence. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

11. **Administration.** Each of the parties has designated the following individuals to be its administrator of this Agreement to coordinate the efforts of the District and the County for this Agreement:

District:

Administrator name: Micah Doramus

Administrator address: 25257 Notus Rd., Caldwell, ID 83607

Administrator email: doramusm@notusschools.org

Administrator phone: (208) 459-7442

County:

Administrator name: Lt. Chad Harrold

Administrator email: chad.harrold@canyoncounty.id.gov

Administrator phone: (208) 989-5283

All communications between the parties about this Agreement and the providing of services shall be made between these parties or their designee. Each party agrees to provide full cooperation and assistance to the other to facilitate the performance of this Agreement. Each party must notify the other within five (5) business days of any changes in administrator contact information. Any notice or communication required or permitted under this Agreement shall be sufficiently given as of the date delivered in person or sent by email to the email address in this section.

12. **Right of control.** The Sheriff shall retain full control of the SRO and his/her day-to-day operations. Responsibility for the SRO shall remain solely with the Sheriff. The Sheriff alone has the sole discretion to make all decisions regarding filling the SRO position, although the Sheriff may consider input from the District. Furthermore, CCSO retains and exercises complete discretion over law enforcement decisions, including, but not limited to, decisions about whether to cite, arrest, or enjoin individuals, as well as decisions about the type, nature, extent, and result of any response or activity undertaken by the SRO or the Sheriff. The SRO must comport with the Canyon County Personnel Policy and the Canyon County Sheriff's Office's policies and procedures, both incorporated by reference. The SRO will abide by the District's policies and procedures to the extent that they do not conflict with law or the County's policies. The District agrees that it will have no right to control or direct the details, manner, or means by which the County accomplishes the results of the services performed hereunder, other than as specified herein. The SRO is not a school disciplinarian and shall not act, or be expected to act, as such. The County has no obligation to work any particular hours or days or any particular number of hours or days other than otherwise set forth in this Agreement.

13. **Independent contractor.**

(a) The County is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of the District. The District shall determine the work to be done by the County, but the County shall determine the legal means by which it accomplishes the work specified by the District.

(b) Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by the District on behalf of the County or the employees of the County. The County shall not be treated as an employee concerning the services performed hereunder for federal or state tax purposes. The County understands that the County is responsible for paying, according to law, the County's income tax. The County further understands that the County may be liable for self-employment (Social Security) tax to be paid by the County according to law.

(c) The County is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of the District.

14. **Waiver of consequential damages.** To the fullest extent allowed by applicable law, the parties waive claims against each other for consequential or incidental damages, or any other indirect, special, or punitive damages whatsoever, that arise out of or are related to the performance of services under this Agreement. This waiver includes damages claimed in any cause

of action, including but not limited to legal or equitable proceedings and claims relating to contract, tort, and school shootings.

15. **Non-discrimination.** The parties agree that no person shall, except where otherwise provided by law, be discriminated against on the basis of color, race, religion, national origin, political affiliation, marital status, disability (physical or mental), age, sex, gender identity, sexual orientation, genetic information, status as a parent, on the basis of personal favoritism, or any other non-merit factor.

16. **Merger and amendments.** This Agreement sets forth all the terms to which the parties are binding themselves as to its subject matter. This Agreement supersedes all prior, simultaneous, and later agreements and communications between the parties as to its subject matter. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party.

17. **Applicable law and venue.** This Agreement shall be construed and enforced in accordance with the laws of the United States and of the state of Idaho without regard to its conflict of law provisions. The Idaho state courts of Canyon County, Idaho (or, if there is exclusive federal jurisdiction, the United States District Court for the District of Idaho) shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and the parties hereby consent to the jurisdiction of such courts.

18. **Waiver of jury trial.** The parties hereby waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement or any of the transactions contemplated therein, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law or statutory claims. The parties represent that each has reviewed this waiver and each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. In the event of litigation, a copy of this Agreement may be filed as written consent to a trial by the court.

19. **Attorney fees.** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

20. **Severability.** The parties agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement shall be deemed amended accordingly.

21. **Binding authority.** The member of the District signing below represents that he has full authority to enter into this Agreement on behalf of the District, knowing that the County will rely thereon.

22. **Nonwaiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

23. **Third-party beneficiaries.** Each party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the parties hereto.

24. **Assignment.** The obligations of the parties in this Agreement cannot be assigned to another party without the written consent of the other party.


25. **Recitals.** The above and foregoing recitals shall be considered a part of this Agreement for all purposes and interpretations.

26. **Survival.** Sections 7, 9, 10, 14, 17, 18, 19, 20, and 22 of this Agreement survive for five years past termination or expiration of this Agreement.

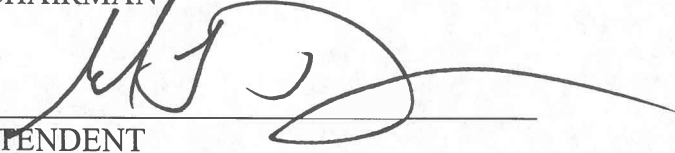
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DISTRICT (Notus School District Board Chair and Superintendent)

DATED this 10th day of June, 2024.

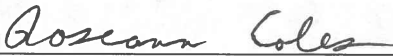


BOARD CHAIRMAN



SUPERINTENDENT

ATTEST:



District Clerk

COUNTY (Board of Commissioners)

**BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO**

DATED this 25th day of July, 2024.

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

	Yes	No	Did Not Vote
<u>did not participate</u> Commissioner Leslie Van Beek	_____	_____	_____
<u>Brad Holton</u> Commissioner Brad Holton	_____ /	_____	_____
<u>Zach Brooks</u> Commissioner Zach Brooks	_____ x	_____	_____

ATTEST: Rick Hogaboam, CLERK

By: JROSS
Deputy Clerk

COUNTY (Canyon County Sheriff)

DATED this ___ day of _____, 2024.

Kieran Donahue
Kieran Donahue, Sheriff