

## **AGREEMENT FOR SHARED SCHOOL RESOURCE OFFICER**

This Agreement entered into this 2<sup>nd</sup> day of December, 2013, by and between the CITY OF HAYDEN, a municipal Corporation of the State of Idaho, hereinafter referred to as "CITY" and SCHOOL DISTRICT #271 OF KOOTENAI COUNTY (commonly referred to as Coeur d'Alene School DISTRICT No. 271), hereinafter referred to as the "DISTRICT", to provide for the law enforcement resources:

WHEREAS, the DISTRICT is a school DISTRICT created and operating pursuant to authority granted in title 33, Idaho Code, operating principally, but not exclusively, in the city of Coeur d'Alene, Kootenai County, Idaho; and

WHEREAS, pursuant to Idaho Code 67-2326 the DISTRICT and the CITY are empowered to enter into an agreement enabling them to cooperate to their mutual advantage to provide services and facilities and perform functions in a manner that will best meet the needs of their respective entities; and

WHEREAS, the CITY contracts with Kootenai County for enhanced law enforcement services to the citizens of Hayden; and

WHEREAS, it is in the best interest of both the DISTRICT and the CITY for a School Resources Officer (SRO) to be provided in the schools located within the Hayden city limits; and

WHEREAS, each of the parties desire to enter into this Agreement for the purposes of defining the rights, duties and responsibilities of each of the parties as relates to the shared use of a Kootenai County law enforcement officer assigned to the CITY.

NOW, THEREFORE, the parties agree as follows:

1. **TERM:** This agreement shall be effective upon its execution by both parties and shall terminate at midnight on September 30, 2015, unless terminated earlier as provided herein.

A. This agreement is subject to annual appropriations by both parties. In the event either party fails to appropriate the funds for this agreement, it shall be terminated effective the beginning of the school year starting in September 2014. The non-appropriating party will give written notice to the other party of the non-appropriation no later than July 1, 2014 of the intent to not appropriate such funds for the following fiscal year.

B. This agreement will automatically terminate if Kootenai County terminates its Law Enforcement Agreement with the CITY.

2. **SCHOOL RESOURCES OFFICER:** The CITY agrees to allow a Kootenai County law enforcement officer assigned to provide services to the CITY to also serve as the SRO in the public schools located within the Hayden city limits, under the following terms and conditions:

A. Although the SRO officer may be based at a school, if there is a call for services elsewhere within the Hayden city limits the SRO shall be allowed to leave the school to provide those services.

B. The DISTRICT shall be responsible to provide all training necessary for the deputy to become a school resource officer and to pay all associated costs of such training.

3. COMPENSATION:

A. For the period of October 1, 2013 through September 30, 2014, the DISTRICT shall reimburse the CITY for the costs of providing the patrol vehicle for the SRO, which is \$51,109. The payment shall be made on or before October 30, 2013.

B. For the period of October 1, 2014 through September 30, 2015, the DISTRICT shall reimburse the CITY one half the dollar amount the CITY paid the county for one law enforcement officer for that time period. The payment shall be made on or before October 30, 2014.

4. COORDINATION OF SCHEDULE: The parties hereto agree to work together to coordinate the schedule of the SRO when needed for the good of the community and the parties.

5. AUTHORITY: The parties hereto covenant and represent that the execution of this Agreement has been authorized by the governing Board/Council of the respective party, and the individual signatures set forth herein are authorized and binding upon the respective party.

6. VENUE: In the event any legal proceeding shall be instituted between the parties, such legal proceeding shall be instituted in the courts of the County of Kootenai.

7. NOTICE: Any notice under this Agreement shall be in writing and be delivered in person or public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such addresses as the parties may, from time to time, direct in writing:

DISTRICT: 1400 North Northwood Center Court  
Coeur d'Alene, ID 83814  
Facsimile (208) 664-1748

CITY: 8930 N. Government Way  
Hayden, ID 83835  
Facsimile (208) 762-2282

8. SEVERABILITY: If any term or provision of this Agreement shall, to any extent, be

determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law. It is the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

9. ENTIRE AGREEMENT: This Agreement embodies the entire agreement of the parties, and there are no oral agreements existing relative to the subject matter hereof which are not expressly set forth herein. The Agreement may be modified only in writing signed by all parties hereto.

10. WAIVER: No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any other covenant, term or condition herein.

11. FORCE MAJEURE: Any inability to perform this Agreement due to strikes, lockouts, labor disputes, acts of God, governmental restrictions, governmental regulations, governmental controls, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse performance by such party for a period equal to any such inability to perform.

IN WITNESS WHEREOF, the parties have executed this Agreement.

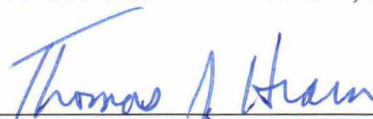
CITY OF HAYDEN

COEUR D'ALENE SCHOOL DISTRICT #271  
OF KOOTENAI COUNTY, IDAHO



Ronald B. McIntire, Mayor

Date: 13th 2013

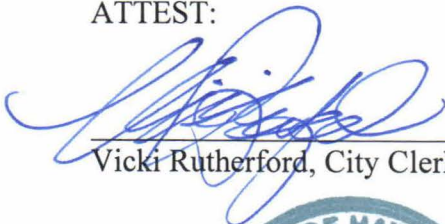


Tom Hearn, Chairman of the Board of Trustees

Date: 12-2-13

ATTEST:

ATTEST:



Vicki Rutherford, City Clerk



CLERK OF THE BOARD

