CONTRACT

LAW ENFORCEMENT SERVICES AGREEMENT

This agreement is made and entered into this 14th day of September 2016, by and between the Bonneville Joint School District No. 93, Bonneville County, State of Idaho, a Constitutional Corporation and body politic, which said party is hereafter referred to as the "District", and the County of Bonneville, a duly incorporated municipal corporation located in the State of Idaho, which said party is hereafter referred to as the "County".

WITNESSETH the following recitals of agreement:

WHEREAS, the District desires to be furnished four (4) certified Law Enforcement Officers for working within the Bonneville and Hillcrest High Schools, Rocky Mountain and Sandcreek Middle Schools, and the District elementary schools.

WHEREAS, the County agrees to provide four (4) certified Law Enforcement Officers through the Bonneville County Sheriff’s Office.

NOW, THEREFORE, the parties to this agreement, in consideration of the District making certain monetary payments to the County, and the County agreeing to perform certain services as hereinafter stated, agree as follows:

(1) 

No Repeal of Sheriff’s Authority. This agreement is not intended in any way to void, limit, or restrict any of the authority vested in the Bonneville County Sheriff’s Office regarding police protection and general law enforcement.

(2)

Decrease of Sheriff’s Surveillance. This agreement is not intended to decrease the routine police protection in the areas of Bonneville and Hillcrest High Schools, or Rocky Mountain and Sandcreek Middle Schools, or other school properties within and under the authority of the District.
No Repeal of District's Authority. This agreement is not intended to limit the authority vested in the Board of Trustees or Bonneville Joint School District No. 93 by the Idaho Constitution, Statutes, or laws to exercise general supervision of the schools within the District.

Services Contract. The County, through the Bonneville County Sheriff's Office, shall provide general police protection and law enforcement, as administered under the auspices and authority of the Superintendent of School District No. 93. For purposes of this contract, the Bonneville County Sheriff's Officers shall enforce all traffic laws, statutes, ordinances and regulations that pertain to streets and general campus areas of the District, and all applicable laws governing activities thereon.

Coordination is expected between the Bonneville County Sheriff's Office and the District Administrators, which will remain the responsibility of the District.

Personnel. It shall be the responsibility of the County, through the Bonneville County Sheriff's Office, to provide four certified Law Enforcement Officers to serve primarily on the campus of the above-described schools for one hundred ninety (190) contract days, eight hours per day. Such appointment will be subject to District approval. Actual time is to be determined jointly by the Superintendent of School District No. 93 and the Sheriff of Bonneville County.

Authority. The County, through the Bonneville County Sheriff's Office personnel assigned to the Bonneville School District's schools and campuses, will operate under the direction of the Sheriff of Bonneville County for all legal and police functions. For all administrative, child welfare and related law enforcement functions, authority will rest with the Superintendent of School District No. 93. The Law Enforcement officers thus provided will maintain an office at each High School during those hours as
determined by mutual agreement to be those to be worked. The Law Enforcement officers employed will be employees of Bonneville County subject to regular County personnel policies and benefits.

(7)

Liaison. For the purposes of this contract, official liaison between the District and the County shall be between the Superintendent of Schools, Bonneville Joint School District No. 93, or his/her designate and the Bonneville County Sheriff or his/her designate. To promote efficiency, informational liaison is expected to occur between the Law Enforcement officers and the Superintendent of School District No. 93.

(8)

Suspension or Termination of Officer. The Sheriff of Bonneville County may remove or suspend any officer’s law enforcement authority at any time said Sheriff feels those actions are required by authorized Bonneville County Sheriff’s Office policies. In the event that the Law Enforcement officer appears, in the judgment of the District, not to be suited for the assigned duty, the District will so inform the Bonneville County Sheriff, in writing, together with reasons for such evaluation. The Sheriff will rotate personnel or otherwise resolve the situation to the mutual satisfaction of the parties.

(9)

Investigation Authority. The District under normal circumstances shall defer the conduct of any investigation in matters involving criminal offenses. The Bonneville County Sheriff’s Office has the right of first investigation in order to discover and preserve evidence and to ensure that constitutional rights of individuals are not infringed upon. Matters involving academic affairs and the student “Code of Conduct” shall be solely the province of the District.

(10)

Violations. All violations of City, County, and State laws will be processed as provided by laws of the City, County of Bonneville, and the State of Idaho. However, the District retains authority to establish the rules and regulations for campus parking and campus parking lots. The enforcement of
campus parking rules and regulations in School District-owned parking lots may be jointly enforced. This responsibility may be extended to other areas of authority as may be defined by Board policy.

(11)

**Officer Identification.** The Law Enforcement officers, as regularly assigned to the district, shall wear the standard Bonneville County Sheriff uniform or other approved and identifying clothing. The equipment shall be standard Bonneville County Sheriff’s Office’s (BCSO) issue. Maintenance of uniforms and equipment shall be the responsibility of the County.

(12)

**Nightwatch.** The District often has activities in the evening for which the daily schedule for the Law Enforcement officer may be modified in order to assure appropriate time for supervision and attendance. The schedule will be designed by the Superintendent of School District No. 93, and approved by the Bonneville County Sheriff, to meet the total needs of the District’s four secondary schools.

(13)

**Contract Costs.** The County will assume all personnel and equipment costs for the law enforcement officers assigned to the district pursuant to this contract, except as noted. Such law enforcement officers will be employees of the County.

1. The District will reimburse the County for personnel costs for four (4) law enforcement deputies.

2. The annual operating budget for each fiscal year shall be developed jointly by the County and the District prior to the beginning of each fiscal year. The operating budget shall cover the fiscal year used by the District, which runs July 1, through June 30.

3. The County will bill the District at the end of each quarter for the salary of the officers at the following rate:
a. Seventy-three percent (73%) of salaries and fringe benefits for the equivalent of four deputies.

b. The total for four deputies not to exceed $202,588.00 for the 2016-17 school year.

c. All vehicle-related expenses will be borne by the County.

d. 1/3 of a D.A.R.E Officer $27,572.00.

4. It is understood that discharge of the responsibility on behalf of the District herein provided for may exceed eight (8) hours in one day, or forty (40) hours in one work week. To the extent that the hours worked on behalf of the District exceed forty (40) hours in any work week, the law enforcement officer shall be provided compensable time.

(14)

Notice of Termination. This contract may be terminated by either party at any time during the contract dates of July 1, 2016, to June 30, 2017, upon written notice provided ninety (90) days prior to proposed termination to the Superintendent of Schools of Bonneville Joint School District No. 93, and the Sheriff of Bonneville County. The contract may be terminated upon shorter notice by mutual agreement of the parties.

If this contract is voided, any monies not yet earned, and other items used by the school law enforcement officers, and in the possession of the county, shall be refunded to the District. Any unpaid money owing to the county, and earned, shall be paid to the County. In the event that it is agreed upon by both parties that fewer law enforcement officers should be sufficient, the payment of this contract will be adjusted accordingly.

(15)

Terms of Contract. This agreement shall be for a one-year period of time and may be extended upon mutual agreement of the parties, or terminated as provided in Section (14) above. The operating budget referred to in Section (13) shall be negotiated each District fiscal year.