

AGREEMENT FOR SHARED SCHOOL RESOURCE OFFICER

This Agreement ("SRO Agreement") entered into this _____ day of _____, 2025, by and between Kootenai County ("COUNTY") a political subdivision of the State of Idaho 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 within Kootenai County, Idaho and the cities located therein;

WHEREAS, pursuant to Idaho Code 67-2326 the DISTRICT and the COUNTY 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;

WHEREAS, The COUNTY provides for law enforcement services to the citizens of Hayden and Dalton Gardens;

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

NOW, THEREFORE, the parties agree as follows:

1. TERM: This Agreement shall be effective for the 2025-26 public school calendar year.
 - A. This Agreement may be amended or renewed in writing by consent of the DISTRICT and the COUNTY as permitted by law.
 - B. This Agreement may be terminated by either party with 30-days written notice of termination.
 - C. Should this Agreement be terminated prior to the end of the school year, any remaining financial obligations shall also be terminated for both parties as of the effective date of such termination.
2. SCHOOL RESOURCES OFFICER: The COUNTY agrees to provide a law enforcement officer to serve as the SRO in the following public schools located within or near the Hayden city limits and Dalton Gardens, under the following terms and conditions:
 - A. Atlas Elementary School, 3000 W. Honeysuckle, Hayden, Idaho 83835
Dalton Elementary School, 6335 N. Mt. Carrol St. Dalton Gardens, Idaho 83815
Hayden Meadows Elementary School, 900 E. Hayden Ave., Hayden, Idaho 83835

- 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 September 1, 2025 through June 30, 2026, the DISTRICT shall pay the COUNTY for each SRO, the sum of \$94,210.00, payable in equal monthly payments in the amount of \$9,421.00, beginning in September of 2025, through June of 2026. Said amount is calculated as seventy percent (70%) of the dollar amount of each Deputy's loaded wages.

- 4. LIABILITY: The DISTRICT and the COUNTY agree to hold one another harmless and indemnify the other from any and all liability, loss, damage or claims that either may suffer arising out of or in connection with the actions of the party's employees rendered pursuant to this Agreement. It is mutually recognized that the COUNTY is responsible for performance of the law enforcement services addressed hereby. Both parties agree to cooperate with the other to the greatest extent possible in the defense of any claim brought against either party. Both parties shall be independently responsible for their actions consistent with the principles embodied in the Idaho Tort Claims Act.
- 5. INSURANCE: Each party to this Agreement agrees to carry and maintain a comprehensive general liability policy in the minimum amount of \$1,000,000.00 to protect the party from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with its acts or performance under this Agreement.
- 5. 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.
- 6. AUTHORITY: The parties hereto covenant and represent that the execution of this Agreement has been authorized by the governing Board/Commissioners of the respective party, and the individual signatures set forth herein are authorized and binding upon the respective party.
- 7. 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.
- 8. 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:

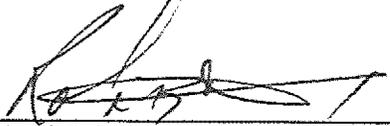
DISTRICT: 1400 North Northwood Center Court
 Coeur d'Alene, ID 83814
 Facsimile (208) 664-1748

COUNTY: 2451 W Dakota Ave
Hayden, ID 83835
Facsimile (208) 446-1307

9. 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.
10. 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.
11. 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.
12. 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.

Chairman of the Board
Coeur d' Alene School District #271



Sheriff Robert B. Norris

Date

9-11-25

Date

Kootenai County Commissioners:

Bruce Mattare, Chair

Date

Leslie Duncan, Commissioner

Date

Marc, Eberlein, Commissioner

Date