

**CITY OF WILDER,
CANYON COUNTY, IDAHO**

	RESOLUTION NO. <u>696</u>
BY THE COUNCIL:	BECHTEL, JACKSON, MURRAY AND VILLANUEVA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDER, CANYON COUNTY, STATE OF IDAHO, SETTING FORTH CERTAIN PURPOSES, AUTHORIZING THE MAYOR TO ENTER INTO A "SERVICE PROVIDER AGREEMENT" BETWEEN THE CITY OF WILDER AND CANYON-OWYHEE SCHOOL SERVICE AGENCY (COSSA) FOR THE FY2022/2023 SCHOOL YEAR, INCLUDING SUMMER SCHOOL; DIRECTING THE CITY CLERK; AND PROVIDING AN EFFECTIVE DATE.

Section 1. Recitals

- 1.01 **WHEREAS**, Resolution No. 412 was passed on October 10, 2006, at which time the City Council approved a "Service Provider Agreement" with Canyon-Owyhee School Service Agency; and
- 1.02 The Parties extended the "Service Provider Agreement" for the 2007-08 school year by the adoption of the "First Service Provider Agreement Addendum" by Resolution No. 448 on March 11, 2008; and
- 1.03 The Parties extended the "Service Provider Agreement" for the 2008-09 school year by the adoption of the "Second Service Provider Agreement Addendum" by Resolution No. 464 on September 22, 2008; and
- 1.04 The Parties extended the "Service Provider Agreement" for the 2009-10 school year by the adoption of the "Third Service Provider Agreement Addendum" by Resolution No. 493 on September 10, 2009; and
- 1.05 The Parties extended the "Service Provider Agreement" for the 2010-11 school year with an addendum only and not by resolution; and
- 1.06 The Parties extended the "Service Provider Agreement" for the 2011-12 school year by the adoption of the "Fourth Service Provider Agreement Addendum" by Resolution No. 530 on August 9, 2011; and
- 1.07 The Parties extended the "Service Provider Agreement" for the 2012-13 school year by the adoption of the "Fifth Service Provider Agreement Addendum" by Resolution No. 552 on December 11, 2012; and

- 1.08 The Parties extended the “Service Provider Agreement” for the 2013-14 school year by the adoption of the “Sixth Service Provider Agreement” by Resolution No. 561 on November 12, 2013; and
- 1.09 The Parties extended the “Service Provider Agreement” for the 2014-15 school year by the adoption of the “Seventh Service Provider Agreement” by Resolution No. 576 on October 14, 2014; and
- 1.10 The Parties extended the “Service Provider Agreement” for the 2015-16 school year by the adoption of the “Eighth Service Provider Agreement” by Resolution No. 589 on October 13, 2015; and
- 1.11 The Parties extended the “Service Provider Agreement” for the 2016-17 school year by the adoption of the “Ninth Service Provider Agreement” by Resolution No. 603 on August 13, 2016; and
- 1.12 The Parties extended the “Service Provider Agreement” for the 2017-18 school year by the adoption of the “Tenth Service Provider Agreement” by Resolution No. 614 on September 12, 2017; and
- 1.13 The Parties extended the “Service Provider Agreement” for the 2018-19 school year by the adoption of the “Eleventh Service Provider Agreement” by Resolution No. 632 on June 11, 2019; and
- 1.14 The Parties extended the “Service Provider Agreement” for the 2019-20 school year by the adoption of the “Twelfth Service Provider Agreement” by Resolution No. 633 on June 11, 2019; and
- 1.15 The Parties extended the “Service Provider Agreement” for the 2020-21 school year by the adoption of the “Thirteenth Service Provider Agreement” by Resolution No. 656 on May 12, 2020; and
- 1.16 The Parties extended the “Service Provider Agreement” for the 2021-22 school year by the adoption of the “Fourteenth Service Provider Agreement” by Resolution No. 674 on October 12, 2021; and
- 1.17 The Parties desire to extend the “Service Provider Agreement” for the 2022-23 school year; and
- 1.18 It is in the best interests of the City of Wilder to enter into a new “Service Provider Agreement” with Canyon-Owyhee School Service Agency, a copy of which is attached hereto marked as “**Exhibit A**” to this Resolution.

Section 2. Authority

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council as follows:

- 2.01 The Mayor is hereby authorized to execute as the authorized agent of this City that certain “Service Provider Agreement” by and between this City and the Canyon-Owyhee

School Service Agency, a copy of which is attached hereto marked **Exhibit A**, subject to the terms and conditions stated therein, and to execute all ancillary documents if any are required in order to facilitate the City's performance of its obligations under the "Service Provider Agreement."

Section 3. Directing the City Clerk

- 3.01** The City Clerk is hereby directed to file this Resolution forthwith in the official records of this City; and
- 3.02** This resolution shall be in full force and effect upon its passage.

ADOPTED by the City Council of the City of Wilder, Idaho.

APPROVED:

Dated: December 13, 2022

Signed: _____
Robert Steve Rhodes, Mayor

ATTEST:

Wendy Burrows- Severy CMC, City Clerk

EXHIBIT "A"
CITY OF WILDER
SERVICE PROVIDER AGREEMENT

Parties:

City of Wilder	Service Provider	P.O. Box 687, 107 4th Street, Wilder, Idaho 83676
Canyon-Owyhee School Service Agency (COSSA)	Service Recipient	109 Penny Lane, Wilder, Idaho 83676

THIS SERVICE PROVIDER AGREEMENT, made and entered this ____ day of _____, 2022, by and between Canyon-Owyhee School Service Agency (hereinafter "COSSA"), 109 Penny Lane, Wilder, Idaho 83676, an agency formed pursuant to I.C. §§ 33-315 through 33-318 and 67-2326 by various public school districts in Canyon and Owyhee counties acting by and through its duly authorized agent, and the City of Wilder, P.O. Box 687, Wilder, Idaho 83676, a municipal corporation organized and existing by virtue of the laws of the State of Idaho (hereinafter "City") acting by and through its duly authorized Council.

The Parties do hereby reaffirm and agree to this certain Service Provider Agreement by and between the Parties subject to the following:

ARTICLE 1
DEFINITIONS

- 1.1 Agency:** means and refers to Canyon-Owyhee School Service Agency (COSSA) formed pursuant to Idaho Code (I.C.) Sections 33-315 through 33-318 inclusive, and I. C. Section 67-2326 inclusive by various public-school districts in Canyon and Owyhee Counties.
- 1.2 Agreement:** means and refers to this Service Provider Agreement entered into between the City of Wilder and COSSA.
- 1.3 City:** means and refers to the City of Wilder, a municipal corporation, organized and existing by virtue of the laws of the State of Idaho, Party to this Agreement.
- 1.4 Initial Term:** means and refers to the first term of effectiveness for this Agreement.
- 1.5 Investigation Records:** means and refers to records kept by the City in maintaining and investigating student's criminal history and suspected violations.
- 1.6 Manuals:** means and refers to the current Wilder Police Department Policy Manual and the City of Wilder Policy Manual. If the Wilder Police Department Policy Manual and the City of Wilder Policy Manual contain conflicting information, the City of Wilder Policy Manual will take precedence.
- 1.7 Party/Parties:** means and refers to the Parties of this Agreement.

- 1.8 **Renewal Term:** means and refers to each additional term for this Agreement contemplated after the initial year, and shall be allowed in the form of an Addendum.
- 1.9 **School Day:** means a day on which school is in session or the part of a day during which school is in session.
- 1.10 **School Meeting:** means and refers to the annual Budget Meeting for COSSA.
- 1.11 **Service Records:** Means the records kept by the School Resource Officer (SRO) regarding the dates and hours of work performed for COSSA.
- 1.12 **SRO:** means the School Resource Officer provided for by this Agreement.

**ARTICLE 2
PARTY DECLARATIONS**

- 2.1 **WHEREAS** the Agency provides educational services to students; and
- 2.2 **WHEREAS** the Agency wishes to establish and provide a safe environment at COSSA that is conducive to learning for its students, and it is in the Agency's best interest to do so; and
- 2.3 **WHEREAS** it is in the best interest of the Agency to enter into this Service Provider Agreement with the City of Wilder for an SRO at COSSA.

**ARTICLE 3
DURATION**

- 3.1 The period of the term will be for one school year, commencing on the 1st day of August, 2022 and remain in effect until June 30, 2023, including summer school, while school is "in-session".
- 3.2 This Agreement will be subject to renewal on an annual basis at the election of the Parties.
- 3.3 If funds are not available for the subsequent annual renewal of this Agreement, neither Party will be required to honor the terms of the Agreement.
- 3.4 On or before the Agency's Annual School Meeting, the Agency shall identify the scope of work and the amount of reasonable compensation the Agency is willing to pay for the continuation of the Agreement. The Agency will request services to be performed, in writing, to the City within the next fiscal year, which shall be submitted in writing to the Police Chief and City Clerk of the City prior to June 1st for the preparation and adoption of the City Budget for the following fiscal year.
- 3.5 The Police Chief will then review the request and make any recommendation regarding the same to the Agency who may modify the request as needed or desirable.
- 3.6 The Agency and the City shall each determine, exercising their own discretion whether or not they approve the renewal of the Agreement for the following fiscal year and, if approved, shall each execute the renewal of this Agreement.

**ARTICLE 4
RELATIONSHIP OF PARTIES**

- 4.1 In performing services under this Agreement, the City is and at all times shall be an independent contractor of the Agency. Nothing herein is to be construed as establishing an employer-employee relationship.
- 4.2 **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.

**ARTICLE 5
RECORD KEEPING**

- 5.1 The City shall be responsible for maintaining Service Records documenting the service provided and hours worked pursuant to this Agreement and shall submit copies of the records to the Agency at the end of each month of service.
- 5.2 Additionally, upon reasonable notice the Agency shall have the right to review such Service Records at any time during business hours.
- 5.3 All investigation records are City records and are subject to Idaho Public Records Law.

**ARTICLE 6
SERVICE DELIVERY**

- 6.1 The City shall perform services at the COSSA Regional Technology and Education Center (CRTEC) campus as follows, unless the Parties mutually agree to a modification of the time and place of service delivery.
- A. The DUTIES OF THE POLICE DEPARTMENT are as follows:
1. A duly qualified police officer, as determined by the Police Chief, will be assigned to COSSA to provide SRO services;
 2. SRO services shall be provided at the above-named school campus for eighteen (18) hours per school week or such accumulated average over the school year, for school days, as identified on the approved school calendar;
 3. SRO services may include off-campus services, as determined necessary by the SRO and/or Chief of Police or their designee;
 4. The Police Chief, Mayor or designee, shall directly supervise the individual assigned as the SRO and will perform scheduled and/or non-scheduled visits to the school. The Police Chief or designee shall be responsible for training, directing and evaluating the SRO;
 5. The Police Chief, or designee, shall approve service records, provide leadership, and provide assistance to the SRO in carrying out the terms of the Service Provider Agreement; and

discipline of students at school or any school related function, to the extent allowed by law. As soon as practicable, the SRO shall inform the Principal or designee of such actions. Additionally, whenever practicable, the SRO shall advise the Principal or designee before requesting additional police assistance on campus or at any school event;

11. Provide assistance to other law enforcement officers in matters regarding any school or school sponsored event to which the SRO is assigned.
12. Maintain the records of the operations of the times, dates, and services provided by the SRO program and submit reports as requested by the Principal or designee;
13. The SRO shall not act as school disciplinarian. However, if the Principal or designee believes a particular incident violates the law, the Principal or designee shall contact the SRO and the SRO shall determine whether law enforcement action is appropriate; and
14. The SRO or Police Chief shall coordinate with the COSSA Principal or designee in dealings with the County on probation, parole and the Juvenile Court System; and
15. Provide such other duties and responsibilities relative to school safety, drug and alcohol prevention, crime prevention, and emergency preparedness, as assigned by the Principal or designee as long as it is not in conflict with the directions of the Police Chief.

C. DUTIES OF COSSA shall include:

1. The Agency shall provide the necessary support for the SRO program. The duties of the Agency are as follows:
 - a. Provide office space to be used by the assigned SRO for general business purposes, furnished with a desk, chair, work table and office supplies, as needed;
 - b. Provide access to office equipment, including but not limited to, computer, copiers, fax machine, telephone, etc., as needed.
- 6.2 The City shall determine the staffing needs required based upon the request per the Agency's duly authorized administrator at COSSA and shall assign appropriate personnel.
- 6.3 The administration of the Agreement for the City will be under the direction of the Chief of Police.
- 6.4 In the event the Agency has concerns that the particular individual providing the SRO services is not effectively performing the duties set forth, a written statement of the concerns shall be forwarded to the Chief of Police or Mayor. The Parties will discuss the issues presented in the written statement.
- 6.5 If the issues cannot be resolved, as determined between the Agency Administration and the Chief of Police or the Mayor of the City, the SRO shall be removed from the School Resource Officer

6. The Police Chief or designee shall be the liaison with COSSA.

B. DUTIES OF THE SCHOOL RESOURCE OFFICER (SRO) shall include:

1. The SRO shall possess the following qualifications:
 - a. Be employed as a part-time or full-time officer of the City of Wilder;
 - b. Possess specific knowledge of juvenile law procedures;
 - c. Ability to use recording and photographic equipment;
 - d. Have knowledge of the indicators of drug and alcohol use and of drug and alcohol testing;
 - e. Ability to properly process and preserve evidence;
 - f. Ability to write clear and concise reports;
 - g. Ability to communicate and work well with students, parents and teachers, administrators, trustees and others;
 - h. Ability to investigate incidents and interview individuals; and
 - i. Ability to use independent judgment to solve problems and draw appropriate conclusions from facts presented.
2. Provide staff in-service and/or classroom instruction relative to issues of law and safety, including, but not limited to, a basic understanding of the criminal laws, and the role of law enforcement, when requested to do so by the principal or designee;
3. Coordinate all SRO activities with the Principal or designee and involved staff members;
4. Patrol school campus grounds and buildings as necessary to monitor student conduct and ensure a safe environment;
5. Monitor at-risk students, as requested by Principal or designee;
6. Conference with students, parents, parole officers and faculty members to assist with problems of law enforcement and/or crime prevention;
7. Coordinate referrals to community agencies and resources when necessary to assist students and staff. The SRO must be familiar with all community agencies and resources which offer assistance to youth and families, including but not limited to mental health clinics, drug treatment centers, etc.
8. Provide assistance to the Principal and staff in developing plans and strategies to prevent and/or minimized dangerous situations, which may occur on school grounds or at school events.
9. Adhere to school policy, police manual regulations, City of Wilder policy manuals and Idaho State Law;
10. Take all necessary law enforcement action, as required against intruders, loiterers, students, or any individual(s) disrupting the educational process, or whose presence is detrimental to the morale, health, safety, academic learning or

Program and the City shall provide another qualified individual to provide the contracted services.

**ARTICLE 7
AUTHORIZATION OF SERVICES**

- 7.1 All services rendered by the City under the terms of this Agreement shall be authorized by the agency in accordance with federal and state laws.
- 7.2 The performance of the work outlined in this Agreement shall conform to the standards, regulations and policies enumerated in the manuals.
- 7.3 In the event that the scope of work agreed to conflicts with the procedures set forth in the manuals, the provision of the manuals shall prevail. The manuals shall be an integral part of the Agreement.

**ARTICLE 8
COMPENSATION/BILLING**

- 8.1 The Agency shall compensate the City for the direct services in the sum of \$15,000 for the initial term of this Agreement, beginning the 1st day of August, 2022. COSSA will pay the City the sum of \$5,000 in November 2022 and \$5,000 in February 2023 and \$5,000 in May 2023 for a total of \$15,000. This agreement will substitute for invoices and separate invoices will not be sent to the Agency by the City.
- 8.2 Additional duties that may be identified during the agreement period will be compensated at a negotiated rate, provided that the additional duties have been pre-approved by both Parties in writing.

**ARTICLE 9
LIABILITY**

- 9.1 Each Party shall hold the other harmless for the responsibilities and the activities it performs pursuant to this Agreement.

**ARTICLE 10
ASSIGNMENT**

- 10.1 This Agreement shall not be subject to assignment, in whole, or in part by either party by operation of law.

**ARTICLE 11
AMENDMENT**

- 11.1 This Agreement may be amended at any time with the prior written mutual consent of both Parties. Any and all amendments to this Agreement shall be in writing and appended to this Agreement.

**ARTICLE 12
TERMINATION**

- 12.1 This Agreement may be terminated, without cause by either party, thirty (30) days after providing written notice of the intent to terminate to the other Party.
- 12.2 Should this Agreement be terminated during the duration of the Agreement's term; the City shall be entitled to compensation prorated to reflect the number of school days in which services were actually performed by the City.
- 12.3 Additionally, either party has the option of not renewing the Agreement prior to the annual meeting of the Agency.

ARTICLE 13 DEFAULT

- 13.1 Upon default by either party, the non-defaulting Party may cancel this Agreement immediately upon notice.
- 13.2 Neither Party shall be liable for consequential damages incurred as a result of the cancellation of this Agreement.

ARTICLE 14 NON-WAIVER BREACH

- 14.1 The failure of City or the Agency to insist upon strict performance of any of the terms of this Agreement, or to exercise any option herein conferred in any or all instances, shall not constitute a waiver or relinquishment of any such term, but the same shall remain in full force and effect, unless such waiver is evidenced by the prior written consent of the City or the Agency.

ARTICLE 15 NON-DISCRIMINATION

- 15.1 The Parties hereby agree that no person shall, on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded for or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this Agreement.

ARTICLE 16 GOVERNANCE

- 16.1 This Agreement shall be governed by the laws of the State of Idaho, Canyon County and the City of Wilder.
- 16.2 The Parties shall, at all times, comply with and observe all federal, state and local laws, regulations, and ordinances which are in effect and applicable during the period of this Agreement.

ARTICLE 17 ATTORNEYS' FEES

17.1 In the event of litigation, the prevailing Party will be entitled to reasonable attorney's fees and costs.

**ARTICLE 18
COMPLETE STATEMENT OF TERMS**

18.1 This Agreement constitutes the entire Agreement between the parties hereto, and shall supersede all previous oral or written proposals, negotiations, commitments, and all other communications between the Parties.

18.2 This Agreement may not be released, discharged or modified except by an instrument in writing signed by the duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement.

Dated this __ day of _____, 2022.

CANYON-OWYHEE SCHOOL SERVICE AGENCY

Patricia Frahm Ed.S., Executive Director

ATTEST: _____

CITY OF WILDER

Robert Steve Rhodes, Mayor

ATTEST: _____
Wendy Burrows-Severy CMC
City Clerk/Treasurer