COLLEGE OF SOUTHERN IDAHO BOARD OF TRUSTEES

MARCH 22, 1999 PINE ROOM, #258 2ND FLOOR TAYLOR BUILDING 5:30 p.m.

AGENDA

MINUTES: Mike Mason (A)

TREASURER'S REPORT: Mike Mason (A)

BID: ROPES COURSE (I/A)

BID: COMPUTER (A)

BID: EXPO BLEACHER SALE (A)

PURCHASE OF HEAD START BUILDING (A) (Federal Headstart Funds)

PRESENTATION REGARDING FOUNTAIN ON CAMPUS: (I)

Jared Cox, Student Body President, and Mike Sites, Student Ambassador

CSI/TF LAW ENFORCEMENT CONTRACT (A)

ALBERTSON'S GRANT (I)

CAPITAL FACILITIES APPROPRIATION (I)

TUITION AND FEES INCREASE (A)

YOUTH NET (I)

OLD BUSINESS

NEW BUSINESS

COLLEGE OF SOUTHERN IDAHO COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES MEETING MARCH 22, 1999

<u>CALL TO ORDER:</u> 5:30 p.m. <u>PRESIDING:</u> LeRoy Craig

<u>ATTENDING:</u> Trustees: LeRoy Craig, Dr. Charles Lehrman, Bill Babcock, Dr. Thad Scholes and Donna Brizee

College Administration: Gerald Meyerhoeffer, President
John M. Mason, Secretary/Treasurer
Robert Alexander, College Attorney
Dr. Jerry Beck, Vice President of Instruction
Dr. Joan Edwards, Vice President of Planning and
Development
Dr. John Martin, Registrar
Graydon Stanley, Director of Student Information
Ron Shopbell, Director of Dual Credit
Randy Dill, Physical Plant Director
Jeff Duggan, Assistant to the President
Karen Baumert, Public Information Director
Doug Maughan, Public/Herrett Center Information

CSI Staff: Karen Christopherson

Officer

Visitors: Lee Devore, Bob Hodge, Don Hall, Jared Cox and Mike Site

Faculty Representatives: Marge Fluegal

Times News: Jennifer Sandmann

MINUTES OF REGULAR AND EXECUTIVE SESSIONS OF FEBRUARY 22, 1999 were approved as written on MOTION by Donna Brizee. Affirmative vote was unanimous.

TREASURER'S REPORT: Acceptance of the Treasurer's report was approved on MOTION by Bill Babcock. Affirmative vote was unanimous.

<u>CSI Trustees</u>
<u>March 22, 1999</u>
<u>Page 2</u>

BIDS:

1. The Board approved the purchase of a ropes course from Project Adventure of Portland, Oregon in the amount of \$27,497 contingent upon \$20,000 of additional funds being raised on MOTION by Dr. Charles Lehrman. Affirmative vote was unanimous.

The entire ropes course project, including poles is expected to cost \$42,000. \$12,000 is from the Plant Facilities fund, \$5,000 is from the Student Senate, \$5,000 from the Outdoor Program and \$20,000 in other donations.

2. The Board approved the purchase of twenty-eight computers in various configurations from Greener Valley Computer Store of Burley, Idaho in the amount of \$30,916.00 on MOTION by Dr. Thad Scholes. Affirmative vote was unanimous.

The Board also approved the purchase of additional computers at the bid price from Greener Valley Computer Store

Funding for this purchase is from various departmental budgets.

3. The Board approved the sale of the Expo surplus bleachers in the total amount of \$6,021 on Motion by Dr. Charles Lehrman. Affirmative vote was unanimous.

The Board also authorized the administration to negotiate the sale of the remaining three bleacher sets that were not bid upon.

PRESIDENT'S REPORT:

1. The Board approved the purchase of the Headstart administrative building from federal Headstart carryover funds from 1998 on Motion by Bill Babcock. Affirmative vote was unanimous.

The Board was advised that in the event that Headstart wanted to dispose of the building, the federal government would retain the reversionary interest in the building and the property would not revert to the college.

CSI Trustees March 22, 1999 Page 3

2. The President briefed the Board on the law enforcement services contract with the City of Twin Falls Police Department. Chief Devore, Lieutenant Hodge and Sargent Hall made comments concerning contract. It was agreed that the contract would be for a one year trial basis and would start on July 1, 1999.

The Board approved the contract on MOTION by Dr. Thad Scholes. Affirmative vote was unanimous.

3. College of Southern Idaho Student Body President Jared Cox and Mike Sites made a presentation to the Board concerning the construction of a fountain south of the flagpoles. The cost of the project was estimated at \$40,000.

The Board agreed to review the project and discuss it at the April board meeting.

- 4. Dr. Joan Edwards gave a presentation on the Albertson's grant. The purpose of the grant is to improve teacher education. The \$500,000 grant is spread over a three-year period.
- 5. The President advised the Board of the Division of Public Works preventive maintenance projects to be completed this summer. The Shields building will be re-roofed as a left over project from last year. The Aspen building will be re-roofed and the seal coating and dormitory parking lot addition will be completed as this year's projects.
- 6. The Board approved a tuition and fee increase of \$25 per semester for the 1999-2000 school year on MOTION by Bill Babcock. Affirmative vote was unanimous.

It was noted that all other state institutions in Idaho were increasing tuition and fees by at least 8%.

7. Dr. Joan Edwards advised the Board that the College of Southern Idaho Foundation had agreed to become the fiscal agent for Youth Net.

<u>CSI Trustees</u> <u>March 22, 1999</u> <u>Page 4</u>

ADJOURNMENT was declared at 6:35 p.m.

John M. Mason, Secretary-Treasurer

<u>APPROVED</u> Ap

April 19, 1999

Chairman



March 18, 1999

To: President Meyerhoeffer and the College of Southern

Idaho Board of Trustees

From: Mike Mason

Re: Ropes Course Bid

We received one bid for the specified ropes course. Graydon Stanley and Karen Christopherson reviewed the original \$57,665.43 equipment, installation and training bid and were able to reduce what we need to purchase to \$27,497. The bid was from Project Adventure of Portland, Oregon. Details concerning the bid and the project are listed on the attached page.

The total project cost is estimated to be approximately \$42,000. In the addition to the \$27,497, \$15,000 will be spent on poles, lumber and pole anchors.

Funding for this purchase is as follows:

\$12,000	Plant Facility Fund
5,000	Student Senate
5,000	Outdoor Program
20,000	Donations - Pending

\$42,000 Total

Based upon a review of the bids by Graydon Stanley and Karcn Christopherson, I recommend that we accept the bid of Project Adventure of Portland, Oregon in the amount of \$27,497, contingent upon \$20,000 being raised in donated funds.

Bids received for Challenge Ropes Course Elements

Project Adventure P.O. 14171 Portland, Oregon 97293

Low Elements \$4,950.00

15 Stations Donated Labor

High Elements \$13,070.00

11 Stations

Climbing Tower \$9,477.00

Donated Labor

Total \$27,497.00

Additional Costs

 Poles and Delivery
 \$10,110.00

 Lumber
 \$2,436.00

 Pole Anchors
 \$2,100.00

Total \$14,646.00

Grand Total \$42,143.00

*Pole Installation \$13,000.00 (Donated by Idaho Power?)

Funding Sources

 CSI
 \$10,000.00

 Senate
 \$5,000.00

 Outdoor Program
 \$5,000.00

 Donations
 \$20,000.00

 Total
 \$40,000.00



March 18, 1999

President Meyerhoeffer and the College of Southern

Idaho Board of Trustees

From: Mike Mason

Computer Bid Re:

We received seven bids for the specified computers. The bid details are attached on the following two pages. It has become a very complex issue analyzing components, configurations and prices.

Based upon a review of the bids by Dr. Ken Campbell and Gary Baum, I recommend we accept the low bid of Green Valley Computer Store of Burley, Idaho in the amount of \$30,916.00 for twenty eight computers in ten different configurations.

We also request permission to add up to ten additional computers to this bid upon further discussion with program managers.

Funding for this purchase is from various departmental budgets.

March 12, 1999 Computer Bid

renders		Conner Creek Computers	Sawtooth Technology	DataPro Corp.	Ocean Interface Co., Inc.
Base System Price	\$799.00	\$850.00	\$878.00	\$935.00	\$950.00
BaseSystem (CPU Only)	\$635.00	\$665.00	\$720.00	\$755.00	\$817.00
Upgrades:					
Microprocessor					
Pentium II - 400 MHz	\$125.00	\$125.00	\$148.00	\$149.00	\$120.00
Pentium II - 450 MHz	\$335.00	\$335.00	\$350.00	\$313.00	\$335.00
Additional Memory					
32 MB SDRAM PC-100	\$55.00	\$45.00	\$55.00	\$41.00	\$43.00
96 MB SDRAM PC-100	\$140.00	\$135.00	\$165.00	\$125.00	\$165.00
Monitor					
17" SVGA Color	KDS,VS7 \$95.00	M720V2 - \$75.00	KDS,VS7 \$115.00	Delta - \$83.00	M720V2 \$220.00
Chassis					
Mid-Size Tower	In Base	\$25.00	In Base	N/A	\$0.00
Full-Size Tower	\$59.00	\$75.00	\$15.00	\$30.00	N/A
Keyboard					00000
Microsoft Natural Elite	\$25.00	\$139.00	\$30.00	\$25.00	\$20.00
Graphics Adapter					7 10750 00000
PCI 64 Bit with 4 MB	In Base	* In Base	3DTrio - \$10.00	In Base	Tri9750 - \$20.00
AGP 128 Bit with 4 MB	DV V330 - \$30.00		3DTrio - \$15.00	DV V330 - \$43.00	
AGP 128 Bit with 8 MB	DS G460 - \$40.00	DS - \$89.00	Intel - \$34.00	DS G460 - \$45.00	DS G460 - \$75.00
Network Card					
32 Bit	AT2500 -\$31.00	AT2500 - \$22.50	AT2500 - \$35.00	AT2500 - \$19.50	AT2500 - \$26.00
Multi-Media				GD 16 (120 00	OT 005.00
Sound Card - 16 Bit	SB 16awe - \$30.00		Yamaha - \$21.00	SB 16 - \$20.00	CL - \$25.00
Sound Card - 32 Bit	N/A	* In Base ?	CL - \$34.00	SB 128 - \$42.50	CL - \$40.00
Sound Card - 64 Bit	SB64awe - \$42.00	SB 128 - \$65.00	SB64awe - \$85.00	N/A	CL - \$55.00 Acer - \$45.00
CD-ROM - 36X	CL - \$47.00	Pioneer - \$45.00	CL - \$55.00	N / A Acer - \$44.00	Acer - \$45.00 BTC - \$45.00
CD-ROM - 40X	CL - \$53.00	Pioneer - \$55.00	CL - \$65.00		Juster - \$12.00
Dual Speaker System	MM lc693 - \$11.00		CLSBS10 - \$20.00	MLI - \$5.50 Benwin - \$4.50	Labtec - \$12.00
Headphones	LabTec - \$15.00	Labtec - \$7.50	Koss - \$20.00	Benwin - \$4.50	Lablec - \$12.00
Applications (Pre-Loaded)				0110.00	
MS NT 4.0 Workstation	\$93.00	* \$19.00 no manl	\$49.00	\$119.00	
MS Office 97 - Full	\$145.00	\$139.00		\$175.00	\$153.00
MS Office 97 - License	\$70.00	* \$79.00 no manl	\$48.00	\$45.00	\$59.00
Modems		250	DG 34 050 00	LICD COO OO	LICD \$70.00
Internal 56K	USR - \$80.00	USR - \$72.00	DSprMax - \$59.00	USR - \$99.00	USR - \$79.00
Hard Disk Storage		W.D. 0145.00	G	W/D - \$14.50	W/D - \$135.00
6.0 GB	W/D - \$15.00	W/D - \$145.00	Seagate - \$20.00	W/D - \$14.30 W/D - \$28.00	W/D - \$133.00 W/D - \$149.00
8.0 GB	W/D - \$39.00	W/D - \$189.00	Seagate - \$40.00	W/D - \$28.00	W/D - \$149.00
Refer to bid for additiona	1 information				

March 12, 1999 Computer Bid

	Micron	Gateway
aders	Electronics	Companies, Inc.
Base System Price	\$998.00	\$1,064.00
BaseSystem (CPU Only)	\$938.00	\$908.00
Upgrades:		
Microprocessor		
Pentium II - 400 MHz	* \$1,198.00	* \$1199.00
Pentium II - 450 MHz	* \$1,298.00	* \$1424.00
Additional Memory		
32 MB SDRAM PC-100	\$79.00	\$48.00
96 MB SDRAM PC-100	\$175.00	\$144.00
Monitor		
17" SVGA Color	Mc700VX - \$50.00	VX700 - \$130.00
Chassis		
Mid-Size Tower	N/A	In Base
Full-Size Tower	\$50.00	\$50.00
Keyboard		
Microsoft Natural Elite	\$25.00	\$32.00
Graphics Adapter		
PCI 64 Bit with 4 MB	N/A	N/A
AGP 128 Bit with 4 MB	N/A	N/A
GP 128 Bit with 8 MB	DV 550 - \$69.00	In Base
Network Card		
32 Bit	3C905 - \$35.00	3COM - \$ 64.00
Multi-Media		
Sound Card - 16 Bit	CL - \$52.00	SB - \$30.00
Sound Card - 32 Bit	In Base	* - ???
Sound Card - 64 Bit	N/A	SC64D - \$30.00
CD-ROM - 36X	N/A	13/32 - In Base
CD-ROM - 40X	NEC - In Base	N/A
Dual Speaker System	Adren - \$19.00	GCS100 - \$30.00
Headphones	Qksht - \$10.00	* Koss - \$30.00
Applications (Pre-Loaded)		
MS NT 4.0 Workstation	\$99.00	\$99.00
MS Office 97 - Full	\$349.00	N/A
MS Office 97 - License	N/ A	\$49.00
Modems		
Internal 56K	USR - \$79.00	USR - \$64.00
Hard Disk Storage		
6.0 GB	N/A	* W/D - \$55.00
8.0 GB	* \$59.00	* W/D - \$55.00
Refer to bid for additional	information	
eter to old for additional	momanon	L

March 12, 1999 Computer Bid - Phase 1, #1

lers	Greener Valley Computer Store	Qty	System 1	System 2	System 3	System 4	System 5	System 6
ers ف System Price	Intel - \$799.00		\$799.00	\$799.00	\$799.00	\$799.00	\$799.00	\$799.00
BaseSystem (CPU Only)	Intel - \$635.00							
Jpgrades:								
Microprocessor								
Pentium II - 400 MHz	Intel - \$125.00		\$125.00					
Pentium II - 450 MHz	Intel - \$335.00							
Additional Memory	11101 000101			-				
32MB SDRAM PC-100	\$55.00		\$55.00				\$55.00	\$55.00
96MB SDRAM PC-100	\$140.00				\$140.00	\$140.00		
Monitor	41.000							
17" SVGA Color	KDS, VS7 - \$95.00		\$95.00				\$95.00	
	1125, 12, 11	 						
Chassis	\$59.00							
Full-Size Tower	\$37.00	-	<u> </u>			<u> </u>		
Keyboard	\$25.00	-	 					
MS Natural Elite Keyboard	\$25.00							
Graphics Adapter	In Base	-						
PCI 64 Bit with 4 MB	DV 330 - \$30.00	-	 					
AGP 128-Bit with 4 MB	DS G460 - \$40.00		\$40.00					
AGP 128-Bit with 8 MB	DS 0400 - \$40.00	\vdash	\$10.00					
Network Card	\$31.00	-	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00	\$31.0
32Bit - AT2500TX	\$31.00	+-	\$51.00	451.00			-	
Multi-Media		-		 	\$30.00	\$30.00	<u> </u>	\$30.0
Sound Card 16 Bit	SB16AWE - \$30.00				0.00	\$50.00	 	44
Sound Card - 32 Bit	N/A	-	642.00	\$42.00	 	-	\$42.00	
Sound Card - 64 Bit	SB64AWE - \$42.00	-	\$42.00	ļ	<u> </u>	<u> </u>	\$47.00	\$47.0
D-ROM - 36X	CL - \$47.00		\$47.00	\$47.00	C52.00	\$53.00		
CD-ROM - 40X	CL - \$53.00				\$53.00			
Dual Speaker System	MMLC693 - \$11.00		\$11.00	\$11.00	\$11.00	\$11.00	311.00	
Headphones	LabTec - \$15.00	<u> </u>	ļ	<u> </u>				
Applications (Pre-Loaded)		_		ļ				-
MS NT 4.0 Workstation - Full	\$93.00			ļ				
MS Office 97 - Full	\$145.00			1	070.00	£70.00	\$70.00	\$70.0
MS Office 97 - License	\$70.00	1_	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.0
Modem	USR 56.0 - \$80.00				 			
Hard Disk Storage			·				_	615
6.0 GB	W/D - \$15.00		\$15.00	1		****	222.00	\$15.0
8.0 GB	W/D - \$39.00	1			\$39.00			
Case: D = Desktop, T = Tower			D	D	T	T	D 00	98
O/S - Win95 or 98			98	98	98	98	98	98
0,0				_				1 210
TOTAL PER SYSTEM			\$1,330	\$1,000	\$1,17	3 \$1,17	3 \$1,189	\$1,0
- CIADI DICTORDIA		T						
1 - K. Bingham - 10-5501-1010	\$3,990.0	0	3 X					
2 - K. Bingham - 10-5501-1010	\$6,000.0		6	X				
3 - G. Stanley - 97-9770-5420	\$1,173.0		1		X			
4 - G. Stanley - 01-2020-5420	\$1,173.0		1			X		
5 - Jere Mason - 01-5650-5315	\$1,189.0		1				X	
	\$12,564.0		12					X
6 - Jason Rose	\$12,501.0	+	 					
01-3584-5420 - \$6000.00		+	+					
01-3872-5420 - \$6564.00		+						
1								

March 12, 1999 Computer Bid - Phase 1, #2

ders	Greener Valley Computer Store	Qty	System 7	System 8	System 9	System 10
System Price	Intel - \$799.00		\$799.00	\$799.00	\$799.00	\$799.00
BaseSystem (CPU Only)	Intel - \$635.00					
Upgrades:						
Microprocessor					ļ	
Pentium II - 400 MHz	Intel - \$125.00					
Pentium II - 450 MHz	Intel - \$335.00					
Additional Memory		Ţ				
32MB SDRAM PC-100	\$55.00			\$55.00	\$55.00	\$55.00
96MB SDRAM PC-100	\$140.00		\$140.00			
Monitor						
17" SVGA Color	KDS, VS7 - \$95.00		\$95.00		\$95.00	\$95.00
Chassis						
Full-Size Tower	\$59.00					1
Keyboard						
MS Natural Elite Keyboard	\$25.00	Ī			\$25.00	\$25.00
Graphics Adapter						
PCI 64 Bit with 4 MB	In Base	\top				
AGP 128-Bit with 4 MB	DV 330 - \$30.00					
AGP 128-Bit with 8 MB	DS G460 - \$40.00	Ī	\$40.00			
Network Card		1				_
32Bit - AT2500TX	\$31.00	1	\$31.00	\$31.00	\$31.00	\$31.0
Multi-Media		1				
Sound Card - 16 Bit	SB16AWE - \$30.00		 	\$30.00		
Sound Card - 32 Bit	N/A			 		
Sound Card - 64 Bit	SB64AWE - \$42.00	\top	\$42.00		\$42.00	\$42.0
FD-ROM - 36X	CL - \$47.00	1				
	CL - \$53.00	+	\$53.00	\$53.00	\$53.00	\$53.0
ĆD-ROM - 40X	MMLC693 - \$11.00	+	\$11.00	\$11.00	\$11.00	\$11.0
Dual Speaker System	LabTec - \$15.00	-				
Headphones (Parked)	Lau 100 - \$15.00	+-	 			"
Applications (Pre Loaded) MS NT 4.0 Workstation - Full	\$93.00	1				
	\$145.00					\$145.0
MS Office 97 - Full	\$70.00		\$70.00	\$70.00	\$70.00)
MS Office 97 - License	USR 56.0 - \$80.00	_				
Modem	USK 30.0 - \$00.00	-				
Hard Disk Storage	W/D - \$15.00	-	\$15.00	\$15.00	\$15.00	\$15.0
6.0 GB	W/D - \$39.00					
8.0 GB	W/D - \$59.00	-	T	T	T	Т
Case: D = Desktop, T = Tower	<u> </u>		98	98	98	98
O/S - Win95 or 98						
		+	\$1,29	6 \$1,06	4 \$1,19	6 \$1,2
TOTAL PER SYSTEM		- -	Ψ1,29	\$,,00		+
	01.0000		1	_		
7 - K. Triplett - 01-3584-5420	\$1,296.0		1 X			
8 - R. Berriochoa - Math Dept	\$1,064.0		1			_
9 - MA Blick - 79-7900-5420	\$1,196.0		1		 	 x
10 - W Titmus - 79-7900-5420	\$1,271.0	<u> </u>	1			
тоти	AL \$4,827.0	0	4			
		_ _				
Total Page 1	\$26,089.00) 2	24			
Grand Total	\$30,916.00	2	28		1	1



March 18, 1999

To: President Meyerhoeffer and the College of Southern

Idaho Board of Trustees

From: Mike Mason

Re: Sale of Expo Bleachers

We received the following bids for six large bleacher sets and ten small bleacher sets:

Large Sets

Item Number	Buyer	Price
11, 12 & 13 14 15 & 16	Not Bid Jim Schaeffer City of Richfield	\$ 221 1,200

Small Bleachers

1 & 9	Bud Prescott	\$1,200 Note 1
10	CSI Rodeo Club	500
2,4,6 & 8	Twin Falls County Fair	2,000
3,5 & 7	Twin Falls County Fair	900
Total of All Bids		\$ 6,021

Note 1: Bud Prescott is giving the college two bucking chutes in exchange for the bleachers. Shawn Davis valued the bucking chutes at \$600 each.

I recommend we accept the above bids for the bleachers. I also request that we be allowed to negotiate prices for the remaining three large bleacher sets.

Funds from this sale will be deposited in the Plant Facility fund.

COLLEGE OF SOUTHERN IDAHO LAW ENFORCEMENT SERVICES AGREEMENT

WHEREAS, the City of Twin Falls, hereinafter referred to as "City," desires to provide supplemental law enforcement services at the College of Southern Idaho, hereinafter referred to as "CSI"; and

WHEREAS, CSI desires supplemental law enforcement services from the City; and

WHEREAS, the parties to this Agreement wish to state more fully their rights and responsibilities regarding such supplemental law enforcement services; and

WHEREAS, the parties recognize their mutual interest in the protection of persons and property on the CSI campus;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. <u>Basic Services</u>. The City of Twin Falls will provide supplemental law enforcement services on the CSI campus, and will perform the customary and usual duties of a law enforcement agency at said campus, including, but not limited to, the investigation and, where possible, prevention of crimes against persons and property, identification and arrest of violators of state laws, filing investigative and other required reports or documents, patrolling and maintaining building security, traffic control and enforcement (but not parking control), accident investigation and assistance to other law enforcement agencies as appropriate. The CSI campus is particularly described by a the College of Southern Idaho map, and attached hereto as Exhibit 'A."

CSI has carefully considered its law enforcement needs. Among those factors considered was the incidence of crime on campus, the campus population, the crime rate of the City of Twin Falls, the size of the CSI campus, the expected response time if additional police protection is needed on an emergency basis, the proximity of fire and rescue services, budgetary constraints imposed on CSI and the distances to city and county law enforcement facilities. Based on these considerations, the parties agree that CSI has exercised its best judgment in determining the amount of supplemental law enforcement services to be provided under the terms of this agreement. CSI desires, and the City agrees that both the interior and exterior areas of the CSI campus will be patrolled by foot, bicycle, or by car in a mix suitable to the conditions and circumstances which may exist from time to time on the CSI campus.

- 2. Provision of Services. The City reserves the right to determine how the officer performing the duties under this Agreement will be deployed and the manner in which the services will be provided. However, the City agrees to consult with CSI on these issues. During special events on campus, the City shall coordinate its efforts under this Agreement with CSI security personnel.
- 3. <u>Controlling Procedures</u>. The Twin Falls Police Department Policy and Procedure Manual (hereinafter "manual") will govern the procedures used by the City in

performing its obligations under this Agreement. Where CSI procedures conflict with the procedures set forth in the manual, the provisions of the manual shall prevail.

The City encourages an open dialogue with CSI and the exchange of certain information in areas regarding scheduling needs; public safety concerns; and matters of mutual interest, provided however, that no special relationship or duty is created or contemplated by this reference. CSI and the City shall each designate a liaison for purposes of such communication.

- 4. Personnel. The City agrees to provide one (1) P.O.S.T academy trained officer for one hundred sixty-eight (168) hours per twenty-eight (28) day pay period, including sick leave and vacation, to CSI. If the officer designated to perform this Agreement is sick, on training, or on vacation, he/she will not be replaced at the expense of the City. Notwithstanding the foregoing, if the designated officer's sick leave exceeds ten (10) consecutive working days, a replacement officer will be provided at City expense. The City shall be responsible for the designation and scheduling of personnel under this agreement. Input from CSI representatives as to designation and scheduling shall be solicited by the City, with the City making the final decision. The parties agree that every effort shall be made to schedule the designated officer's vacation time during periods when CSI is not in session.
- 5. <u>Uniforms</u>. The officer providing law enforcement services under the terms of this Agreement will wear a Twin Falls Police Department uniform at all times when performing his/her duties hereunder, unless otherwise directed by the City.
- 6. <u>Law Enforcement Services Hours</u>. The hours of service under this agreement will be configured to provide one hundred sixty-eight (168) hours per twenty-eight (28) day pay period, including sick leave and vacation. The officer's duty will be scheduled in conjunction with the needs of CSI and the City, with the City setting the officer's schedule. The officer is permitted to go off-campus for emergency purposes if requested by the on-shift supervisor.
- 7. CSI Policies. The College of Southern Idaho may from time to time adopt policies affecting the conduct of persons present on the CSI campus. To the extent that violation of those policies constitutes a violation of law, including a breach of the peace, or a threat to public health or safety, the City officer will enforce those policies. To the extent that violation of those policies does not constitute a violation of law, the City officer is not required to take law enforcement action and may leave the enforcement of those policies to CSI.
- 8. <u>Consideration</u>. In consideration for the services provided under the terms of this Agreement, CSI will pay the total sum of forty-four thousand dollars, (\$44,000.00) annually to the City. This consideration represents wages and benefits for one police officer for thirteen (13) 28-day pay periods of 168 hours per pay period, plus 200 hours of overtime per year.
- 9. Office Space and Equipment. CSI shall provide office space, furniture and equipment, including but not limited to, telephones, pagers and a radio communication system deemed sufficient by the City for the purposes of this Agreement. CSI shall also provide a computer that will meet the needs of the Twin Falls Police Department as determined by the City of Twin Falls Information Services Manager.

Upon execution of this agreement, CSI agrees to pay the City \$2,500.00 to purchase

uniforms, firearms and radio communication equipment. In addition, CSI agrees to pay the City approximately \$2,300.00 for a radio, \$300.00 for a light bar, \$200.00 for a Ruger 9mm camp rifle, a hand-held radar unit for a price not to exceed \$1,000.00 and \$100.00 for a flashlight holder for the patrol vehicle. This equipment shall be considered the property of CSI.

The City agrees to provide a patrol car and accessories to perform the services under this agreement. The maintenance, including tires, lubricants and fuel for the vehicle shall be provided by CSI, at its cost and expense.

- 10. Employment. City personnel acting pursuant to this Agreement are not the employees of The College of Southern Idaho, but remain the employees of the City.
- 11. Term. This Agreement is for a period of one (1) year commencing <u>Juy 1, 1999</u>, and may be renewed on an annual basis by mutual agreement in writing between the parties.
- 12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and all other agreements, oral or written, are merged herein.
- 13. Cancellation. This Agreement may be canceled by either party for nonperformance or poor performance on thirty (30) days written notice. Any cancellation of this Agreement based on an allegation of poor performance must be in good faith and amounts due under this Agreement shall be calculated through the date of actual Agreement termination rather than the date of notice of termination.
- 14. Notice. Notices required or contemplated under this Agreement shall be in writing and mailed or hand delivered to the respective parties at the following addresses, or such other addresses as the parties hereto may, by notice, designate in writing to each other:

The College of Southern Idaho:

Twin Falls Police Department.
P.O.Box 3027
Twin Falls, ID 83303-3027

- 15. No Waiver of Future Breach. The failure of a party hereto to insist upon strict performance or observation of this Agreement shall not be a waiver of any breach or of any terms or conditions of this Agreement by any other party.
- 16. Severability. In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.
- 17. Attorney Fees. In the event of any litigation arising under, or as a result of, this Agreement or arising from any of the acts to be hereunder or the alleged breach of this Agreement, the prevailing party shall recover its costs and reasonable attorney fees.
 - 18. Governing Law. This Agreement shall be governed and interpreted by the laws

of the State of Idaho.

- 19. Amendment. No amendment, alteration or modification of this Agreement shall be effective unless made in writing and duly executed by the parties hereto.
- 20. Counterparts. The parties will execute two counterparts of this Agreement and each counterpart shall be deemed an original for all purposes.

Dated this 5th day of APRIL, 1999.

"CSI"

COLLEGE OF SOUTHERN IDAHO, JUNIOR COLLEGE DISTRICT

Gerald Meyerhoeffer – P

"CITY"

CITY OF TWIN FALLS, IDAHO

By: <u>(lule) (lule</u> Gale Kleinkopf – Mayor

COLLEGE OF SOUTHERN IDAHO BOARD OF TRUSTEES

EXECUTIVE SESSION

APRIL 19, 1999

4:30 p.m.

PRESIDENT'S OFFICE

The Board will meet in accordance with <u>Idaho Code</u> 67-2345 [c] to conduct deliberations concerning acquiring an interest in real property.

COLLEGE OF SOUTHERN IDAHO COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES MEETING PRESIDENT'S OFFICE EXECUTIVE SESSION April 19, 1999

CALL TO ORDER: 4:30 p.m. PRESIDING: LeRoy Craig

<u>ATTENDING:</u> Trustees: Leroy Craig, Dr. Charles Lehrman, Dr. Thad Scholes, Bill Babcock and Donna Brizee

College Administration: Gerald Meyerhoeffer, President

John M. Mason, Secretary/Treasurer Robert Alexander, College Attorney

Visitors: None

The Board of Trustees entered into Executive Session in accordance with Idaho Code 67-2345 (c) to conduct deliberations involving real property on MOTION by Bill Babcock. Affirmative vote was unanimous.

ADJOURNMENT was declared at 5:25 p.m.

John M. Mason, Secretary/Treasurer

APPROVED May 7, 1999

Chairman