

AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made effective the 25th day of October, 2023, between Kootenai County, a political subdivision of the State of Idaho, P.O. Box 9000 Coeur d'Alene, ID 83816 (hereinafter referred to as the "COUNTY") and the city of Hayden, a municipal corporation of the state of Idaho, 8930 Government Way, Hayden, Idaho, 83835 (hereinafter referenced to as the "CITY"). Hereafter, the City and County may jointly be referred to the "Parties".

WHEREAS, pursuant to Idaho Code §§ 31-2202 and 31-2227, it is the primary responsibility of the Kootenai County Sheriff to enforce all penal laws of the state of Idaho within the boundaries of the CITY irrespective of whether or not the CITY has municipal law enforcement officers; and

WHEREAS, the statutory responsibilities of the Kootenai County Sheriff are paid for by the property owners in Hayden through their Kootenai County property taxes; and

WHEREAS, the CITY does not have a municipal police department to enforce city ordinances, codes, and state laws; and

WHEREAS, it is the desire of the CITY to enter into an agreement with the COUNTY for the performance of law enforcement protection relating to municipal ordinance and code violations within the corporate limits of the CITY and to provide an increased presence within the corporate limits of the CITY over that which is provided to other cities within the county that do not have a municipal law enforcement department, and

WHEREAS, the COUNTY agrees to render such services under the terms and conditions set forth herein, and

WHEREAS, this Agreement is authorized and provided for by the provisions of Idaho Code §§ 31-604, 50-301, and 67-2332.

NOW, THEREFORE, the parties hereto agree as follows:

1. **TERMINATION OF PRIOR CONTRACTS.** The COUNTY and CITY agree that all prior agreements to provide law enforcement services will be terminated effective the date of this Agreement. All patrol vehicles and equipment purchased pursuant to the terms of prior agreements shall be the property of the COUNTY.

2. **COMPENSATION.** The CITY agrees to pay the COUNTY the sum of \$76,433.00 per month, beginning October 1, 2023, with subsequent payments due on the fifteenth day of each month thereafter.. The City further agrees to an additional one-time payment of \$160,000.00 to be issued at the outset of this agreement. This payment is for the purchase of two law enforcement vehicles to be utilized for the purposes of this agreement.

If this Agreement is terminated, any vehicles and equipment purchased pursuant to this

Agreement, less than five (5) years prior to the date of termination, shall be transferred to the CITY. Otherwise, all vehicles and equipment shall remain the property of the COUNTY.

The amount of compensation may be modified or amended only by an agreement in writing. The parties agree to meet and confer in May of each year before the conclusion of each fiscal year to address the subject of compensation based upon changes in services to be provided or the costs thereof. The COUNTY agrees that the funds provided hereby shall be used to provide law enforcement service for the CITY in excess of that provided to all residents of Kootenai County as a matter of course, and to account for the expenditure of those funds provided herein through the COUNTY budgetary process, and provide a copy of that accounting to the CITY upon request by the CITY.

3. LAW ENFORCEMENT SERVICE. The COUNTY agrees to employ, furnish, and supply all necessary personnel together with their equipment, supplies and supervision, vehicles and equipment with maintenance, jail and communication facilities, records and record keeping, and such other items as are reasonably necessary to provide law enforcement service within the corporate limits of the CITY, (hereinafter referred to as the "Protected Area"), under the following terms and conditions:

- a. The COUNTY shall provide law enforcement services for the Protected Area twenty-four (24) hours each day. The services provided shall include routine motor patrols during daytime and nighttime hours using ten (10) full-time deputies specifically assigned to Hayden. One of the ten (10) deputies will be a school resource officer (SRO) during hours of school operation. The County will utilize the ten officers and any additional staff to cover their three (3) shift system (Days, Swing and Graveyard), seven (7) days a week. The County shall provide a minimum staffing of at least two (2) dedicated officers/deputies each shift except for one dedicated deputy on graveyard to provide law enforcement services along with the duties mentioned below in the scope of services. These services shall only be changed by mutual written agreement of the parties. See Exhibit 1, attached hereto and incorporated herein for further detail.

The COUNTY shall provide to the CITY monthly reports no later than the 30th day of the following month. , These reports shall identify statistics showing the shift coverage by officer and the hours used, and crime and citation activity for the quarter and any other statistics that are helpful to understanding the law enforcement services provided by the County for that period.

The Kootenai County Sheriff's Office, located at 5500 N. Government Way, Coeur d'Alene, Idaho 83815, will be used as the main operations base for the services contemplated herein. In addition, COUNTY officer shall be on call to all portions of the Protected Area at all times to enforce state criminal laws and the criminal and infraction provisions of CITY ordinances and codes. The CITY and COUNTY will collaborate on placement and deployment of deputies in the CITY and generally collaborate on strategies for law enforcement in the City of Hayden.

i. Scope of services:

A. The COUNTY agrees, through the Kootenai County Sheriff's Office, to provide law enforcement services to the CITY which will include, but not be limited to, at the sole discretion of the Sheriff, the following:

- I. Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas;
- II. Enforcement of Idaho State Statutes and the ordinances of the CITY;
- III. Traffic enforcement including the regular use of radar or laser as a speed deterrent;
- IV. Criminal and investigative and crime scene processing services;
- V. Follow up on reported crimes with person who reported the crime including routine notification by telephone or mail as the status of investigations;
- VI. Responding to medical and fire emergencies at the request of the appropriate agency;
- VII. Use of Community policing;
- VIII. Special event traffic patrol and patrol services for community festivals or other special events; and
- IX. Animal control services.

ii. Training and Supervision

A. The COUNTY agrees to train each new officer assigned to Hayden on the City, its code and laws and at least annually thereafter along with the requisite training for other officers in the County.

B. The COUNTY will assign a liaison sergeant over the Hayden Deputies over which the CITY can coordinate and communicate with.

b. Notwithstanding any provision in this Agreement, the parties understand and agree that the Sheriff may, in his sole discretion, divert Hayden assigned deputies and equipment to other locations within the County emergency situations specific incidents.

c. The personnel used by the COUNTY to provide law enforcement service shall remain under the jurisdiction and control of the COUNTY while these services are being rendered. The COUNTY shall be responsible for setting and maintaining the standard of

performance of such personnel.

d. All arrests made within the protected area, and citations issued for misdemeanors or infractions that occur within the protected area, shall be CITY arrests and citations for the purpose of prosecution and distribution of penalties, fines, and forfeitures.

e. In the event the CITY determines that a deputy assigned to provide services to the CITY through this contract does not meet the expectations of the City's administrator of this Agreement, the CITY may request that the deputy be reassigned.

f. If the CITY requests a higher level of service, the CITY will pay to the COUNTY the actual cost of vehicles, equipment and deputies associated with that increased level of service. If the CITY requests a higher level of service, the CITY and COUNTY will negotiate the costs associated with that increased level of service.

4. EMPLOYEES OF THE COUNTY. It is agreed that all COUNTY employees shall remain employees of the COUNTY for all purposes, including the payment of wages and benefits, and the coverage of insurance, including worker's compensation. It is agreed that the CITY shall not be liable for compensation or indemnity to any of the employees of the COUNTY for injuries or sickness arising out of the performance of COUNTY service of the Protected Area, and the COUNTY hereby agrees to indemnify and hold harmless CITY from any liability for such a claim.

5. GENERAL LIABILITY. The CITY and the COUNTY agree to hold one another harmless and indemnify the other from any and all liability, loss, damage or claims, excluding that arising from gross negligence or intentional acts of the indemnifying party's employees, that either may suffer arising out of or in connection with the actions of CITY and COUNTY 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.

6. INSURANCE. Both the COUNTY and the CITY agree to obtain and keep in force during their performance under this Agreement a comprehensive general liability insurance policy in an amount not less than an amount sufficient to comply with the liability limits established by the Idaho Tort Claims Act, for all other claims a minimum of \$1,000,000.00. Such policies shall name and protect the insured entity, all employees, officers, agents and employees, from and against claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the that entity's acts pursuant to this Agreement.

7. ADMINISTRATION. Each of the Parties shall designate an officer or employee to be its administrator of this Agreement for the purpose of coordinating the efforts of CITY and COUNTY employees in requesting and performing law enforcement services. The CITY designates the City Administrator or his designee, as its administrator. The COUNTY designates the elected

Sheriff, or his designee, as its administrator. All communications between the parties with regard to this Agreement shall be made between these parties or their respective designees. The CITY'S administrator shall have the right to attend the governmental and organizational meetings of the COUNTY, and the COUNTY'S administrator shall have the right to attend the governmental and organizational meetings of the CITY. Each party agrees to provide full cooperation and assistance to the other, so as to facilitate the performance of this Agreement.

8. TERM AND TERMINATION OF AGREEMENT.

a. This Agreement shall be effective commencing on the 1st day of October, 2023, and continue in full force and effect through the 30th day of September, 2024. This Agreement shall renew automatically each year thereafter unless either party provides written notice of intent not to renew at least 60 days prior to the next renewal period. Each renewal of this Agreement shall be contingent upon the CITY appropriating funding. In the event that such funding is not appropriated, the CITY shall provide the COUNTY with written notice by August 1st of the intent to not appropriate, and this Agreement shall be terminated at the end of the fiscal year for which funds were appropriated.

b. TERMINATION FOR BREACH. Either party may terminate this Agreement for breach of the terms and conditions herein, after providing the breaching party written notice thereof, and said breaching party fails to cure such breach or default within fourteen (14) days.

c. In the event this Agreement is terminated, the patrol vehicles and associated equipment purchased with the dedicated proceeds of this Agreement shall be dispersed as stated in section two (2) of this agreement.

d. Nothing in this Agreement is intended to require the COUNTY to continue funding the employment of the number of deputy positions that this Agreement provides for and any other applicable expenses ancillary to the performance of this Agreement once the Agreement is terminated.

9. GENERAL PROVISIONS. This Agreement represents the entire agreement of the parties hereto and supersedes all other contracts, oral agreements or any other memoranda. This Agreement may be modified only by a writing executed in the same form and manner as this Agreement has been executed. The terms and conditions of this Agreement shall be governed by the laws of the state of Idaho. Jurisdiction and venue for any legal action arising from the terms of this Agreement shall be in the District Court in Kootenai County, Idaho.

10. RECITALS. The above and foregoing recitals shall be considered a part of this Agreement for all purposes and interpretations.

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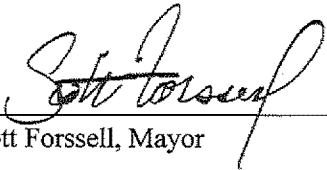
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IN WITNESS WHEREOF, the parties have approved this Agreement by their respective governing bodies on the dates set forth below, and this Agreement has been signed and attested by the authorized officials of each party.


DATED this 25th day of October, 2023.

CITY OF HAYDEN

ATTEST:
CITY CLERK



Scott Forssell, Mayor


By: 

Abbi Sanchez



DATED this 26 day of October, 2023.

KOOTENAI COUNTY SHERIFF



Robert Norris, Sheriff

DATED this _____ day of _____, 2023.

KOOTENAI COUNTY
BOARD OF COMMISSIONERS

ATTEST:
JENNIFER LOCKE, CLERK

Leslie Duncan, Chair

By: _____
Deputy Clerk

Bruce Mattare, Commissioner

Bill Brooks, Commissioner

Exhibit 1

<u>Dedicated and Assigned to Hayden</u>	<u>No.</u>
Patrol Deputies	7
<u>Flexible Positions-Assignment of deputy is from general deputy pool</u>	
Patrol Deputy	1
Patrol Deputy (Use of Detective as needed)	1
School Resource Officer/Patrol Deputy (Patrol during summer)	1

The parties understand and agree that law enforcement services will not be provided to the CITY for those hours that each designated deputy is not working due to normal sick, vacation and training leave.

Dedicated officer's means those commissioned officers (Sheriff Deputies, Detective) listed above that are completely dedicated to City service, subject to a County Emergency. In addition to tracking the shift coverage, the County will also provide an hourly dedicated service report showing the hours of deputy/detective time for the year.