

**AGREEMENT REGARDING ANNUAL ADJUSTMENTS TO EXHIBIT A  
OF THE LAW ENFORCEMENT MASTER SERVICE AGREEMENT  
BETWEEN KOOTENAI COUNTY AND THE CITY OF HAYDEN**

This Agreement is entered into by and between Kootenai County, a political subdivision of the State of Idaho (“County”), and the City of Hayden, an Idaho municipal corporation (“City”).

**WHEREAS**, the County and the City entered into a Law Enforcement Master Service Agreement (“Master Agreement”) approved and executed on December 19, 2025, which sets forth the general terms and conditions under which the Kootenai County Sheriff’s Office provides law enforcement services to the City; and

**WHEREAS**, the Master Agreement includes Exhibit A, which establishes the annual law enforcement service level arrangement, including staffing levels, service expectations, and associated financial obligations; and

**WHEREAS**, the parties acknowledge that law enforcement service needs may evolve from year to year due to changes in population, call volumes, public safety priorities, staffing availability, or budgetary conditions; and

**WHEREAS**, the parties desire to formally establish a process by which Exhibit A shall be reviewed, updated, and mutually approved annually, while leaving all other terms and conditions of the Master Agreement unchanged and in full effect; and

**WHEREAS**, this Agreement is intended to supplement the Master Agreement by defining the annual adjustment process for Exhibit A without modifying the underlying Master Agreement itself.

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

**1. Annual Review and Update of Exhibit A**

The COUNTY and the CITY agree to the attached Exhibit A, including compensation as provided in the included table.

**2. Annual Approval Required**

Revised versions of Exhibit A shall not take effect unless and until approved by:

- a. The Kootenai County Board of Commissioners; and
- b. The City of Hayden.

Upon annual approval, the updated Exhibit A shall automatically replace the prior year’s Exhibit A and be incorporated into the Master Agreement for the following fiscal year.

**3. No Other Amendments**

Except as specifically provided herein, all terms, conditions, and obligations of the 2025 Master Agreement shall remain unchanged, binding, and in full force and effect.

#### **4. Term**

This Agreement shall remain in effect for the duration of the Master Agreement unless terminated or amended in writing and approved by both parties.

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**IN WITNESS WHEREOF, the parties have executed this Agreement.**

**City of Hayden**

By: \_\_\_\_\_  
Alan Davis, Mayor

**ATTEST:**

\_\_\_\_\_  
Abbi Sanchez, City Clerk

**Kootenai County Sheriff's Office**

By: \_\_\_\_\_  
Robert Norris, Sheriff

**Board of Kootenai County Commissioners**

By: \_\_\_\_\_  
Bruce Mattare, Chair

By: \_\_\_\_\_  
Leslie Duncan, Commissioner

By: \_\_\_\_\_  
Marc Eberlein, Commissioner

**ATTEST:**

\_\_\_\_\_  
Jennifer Locke, Kootenai County Clerk

## EXHIBIT A- LAW ENFORCEMENT SERVICE LEVEL

1. Compensation. The CITY shall pay the COUNTY as compensation for the law enforcement services to be herein rendered by the KCSO to the CITY, for the term stated, the sum of \$1,077,208.00, allocated as follows:

**A. Personnel**

- |                                            |              |
|--------------------------------------------|--------------|
| • Four (4) Dedicated Patrol Deputies       | \$514,708.00 |
| • One (1) Available Animal Control Officer | \$89,417.00  |
| • One (1) Available Detective              | \$145,278.00 |

|                             |             |
|-----------------------------|-------------|
| <b>B. Budgeted Overtime</b> | \$20,031.00 |
|-----------------------------|-------------|

|                    |              |
|--------------------|--------------|
| <b>C. Overhead</b> | \$307,774.00 |
|--------------------|--------------|

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|               |                       |
|---------------|-----------------------|
| <b>Total:</b> | <b>\$1,077,208.00</b> |
|---------------|-----------------------|

2. Temporary Diversion of Resources. Notwithstanding any other provision in this Agreement, the parties understand and agree that the Sheriff may, in his sole discretion, temporarily divert deputies and equipment from the area of the CITY to other locations within the County for specific emergency situations.

3. Personnel Unavailability. The COUNTY personnel assigned to the CITY may be unavailable at times due to usual and customary training, vacation and sick leave. When such assigned personnel are unavailable, calls for service will be responded to by appropriate personnel at the discretion of the COUNTY.

4. CITY Ordinance Enforcement. As set forth in the Agreement, the Sheriff shall have the power, duty and discretion to enforce the CITY ordinances in the same manner as penal laws of the state of Idaho. If the CITY determines that such enforcement is not satisfactory, the CITY may terminate this Agreement, notwithstanding Paragraph 1.6(a) of the Agreement, with three (3) days written notice. The Transition Plan shall proceed as set forth in Paragraph 1.6(b). All other terms shall remain in effect.

5. CITY Council Meetings. As requested by the CITY, a COUNTY Sheriff's deputy shall be diverted from providing law enforcement services pursuant to the Agreement and will attend CITY public meetings. If there is an extraordinary reason, as the request of the CITY, but at the sole discretion of the COUNTY, COUNTY Sheriff's command staff will attend CITY public meetings. COUNTY personnel attending CITY public meetings shall be heard first and then allowed to leave, unless there is an extraordinary reason otherwise.

6. Reporting. The COUNTY shall provide monthly reporting to the CITY that includes the following:

- a. Summary level information regarding crimes as tracked by the COUNTY software in both the monthly and yearly tabulations.

- b. Law enforcement initiated vs. all other initiated calls for service.
- c. Hot spots for crime in the CITY.
- d. Top 10 types of calls for service for the month.
- e. Response times (as currently calculated by the COUNTY).
- f. If the CITY requests additional reports, the COUNTY will work with the CITY and use its reasonable best efforts to provide additional reports.