



Memo

To: Mayor and Hayden City Council

From: Lisa Ailport, City Administrator

Date: September 14, 2026

Agenda Item: Consider FY27 Prosecution Services with Post Falls

Agenda Item Location

Consent

Background and Recommended Action or Motion

The attached agreement represents the FY2027 contract with Post Falls to handle prosecution services with the City. Hayden has used the city of Post Falls for a number of years to tackle prosecution of city of Hayden code violations as well as enforcement of any penal laws issued by Kootenai County law enforcement deputies.

Functional Impact of Authorizing or Not Authorizing

Authorizing the contract allows the city to engage in prosecution services for another fiscal year.

Fiscal Impact

The contract represents the budgeted amount in the FY27 budget with Post Falls.

Budget Funding Source / Transfer Request

110-252-59001- Law Enforcement

Attachment

FY2027 Contract Agreement

FY2027 INTERGOVERNMENTAL AGREEMENT TO PROVIDE
PROSECUTION SERVICES

This AGREEMENT is entered into by and between the City of Hayden, hereinafter referred to as “HAYDEN” and the City of Post Falls, hereinafter referred to as “POST FALLS” to replace the FY2026 INTERGOVERNMENTAL AGREEMENT TO PROVIDE PROSECUTION SERVICES Agreement between the parties.

WHEREAS, HAYDEN desires to enter into a contract with POST FALLS for the performance of misdemeanor and infraction prosecution, and related administrative/civil hearings, for offenses that occur within the corporate limits of HAYDEN, and

WHEREAS, POST FALLS 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 Sections 50-208A and 67-2332.

NOW, THEREFORE, the parties hereto agree as follows:

1. PROSECUTION SERVICES: POST FALLS agrees to employ, furnish, and supply all necessary personnel together with their equipment, supplies, supervision, records, and record keeping, and such other items as are reasonably necessary to provide prosecution of infraction and misdemeanor state and municipal law violations occurring within the corporate limits of Hayden, and related administrative/civil hearings.

a. The service shall include criminal misdemeanor and infraction offenses and all other related proceedings, including, but not limited to, BAC hearings, arraignments, probable cause hearings, suppression hearings, show cause hearings, sentencing hearings, and preparation of complaints. Prosecution shall include enforcement of state laws and Hayden city codes/ordinances.

b. POST FALLS will use its best efforts to provide the highest quality legal services necessary to meet Hayden’s needs. The level of service will be equivalent to the service provided by POST FALLS for citations issued by POST FALLS police officers or sworn complaints issued on behalf of POST FALLS. The prosecution duties will be performed in accordance with standards of professional conduct in the legal profession. In accordance with such standards, time is of the essence in performance with the terms of this Agreement.

c. The personnel used by POST FALLS to perform the prosecution and support services are under the jurisdiction and control of POST FALLS while rendering the services.

d. POST FALLS’ personnel will prepare all necessary documents relating to prosecution services. All documents and notes in the POST FALLS prosecution staff files

will remain the property of POST FALLS. However, HAYDEN has the right to view and obtain copies of all such documents and paperwork.

e. POST FALLS will provide a quarterly report accounting for the cases and hearings attended by POST FALLS prosecutors while providing the services under this Agreement.

f. POST FALLS prosecutors will be available by telephone and in person to advise HAYDEN police officers in the field regarding issues relating to service of warrants, arrest procedures, and charging decisions.

g. HAYDEN agrees to forward to POST FALLS' prosecution staff copies of police reports, arrest and citation records, and criminal records checks necessary to provide effective prosecution.

2. EMPLOYEES OF POST FALLS: It is agreed that all employees of POST FALLS will remain employees of POST FALLS for all purposes, including the payment of wages and benefits and the coverage of insurance, including workers' compensation. It is agreed that HAYDEN will not be liable for compensation or indemnity to any of the employees of POST FALLS for injuries or sickness arising out of the performance of this Agreement, and POST FALLS hereby agrees to indemnify and hold harmless HAYDEN from any liability of such a claim.

3. GENERAL LIABILITY: POST FALLS agrees to hold harmless and indemnify HAYDEN from any and all liability arising solely from the acts or omissions of POST FALLS' employees in providing the prosecution services rendered under this Agreement.

4. INSURANCE: POST FALLS agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$500,000. POST FALLS shall provide proof of liability coverage as set forth above to HAYDEN at the request of HAYDEN.

5. ADMINISTRATION: Each of the parties will designate in writing, within ten (10) days at the commencement of this Agreement, an employee to be its administrator of this Agreement for the purpose of coordinating the efforts of employees of HAYDEN and the employees of POST FALLS in requesting and performing the prosecution services. All communications between the parties with regard to this Agreement and the providing of prosecution services will be made between these designated parties, or their designee. Either party may change its designated administrator during the term of this Agreement by providing the other party written notice of that change. Each party agrees to provide full cooperation and assistance to the other, so as to facilitate the performance of this Agreement.

6. COMPENSATION: As compensation for the prosecution services provided by POST FALLS, HAYDEN hereby agrees to pay POST FALLS the sum of \$12,447 per month. The parties agree to review the compensation on an annual basis, at least ninety (90) days prior to the adoption of each party's annual budget. The amount of this compensation may be modified or amended only by an agreement in writing.

7. TERM OF AGREEMENT: This Agreement shall be effective commencing on the 1st day of October 2026 and continue in full force and effect until terminated by either party with thirty (30) day's written notice. Both parties agree to attempt to keep the other informed of the status of performance in order that mutually acceptable performance can be achieved.

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

9. ANNUAL MEETING: Representatives from both POST FALLS and HAYDEN shall make themselves or their representatives available for joint meetings as may be requested by either party for the purpose of resolving any issues which may arise in the administration and execution of this Agreement. On or before May 1 of each year, both parties shall meet annually to evaluate the program and discuss any concerns.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies, and it has been signed and attested by each party's authorized officials.

POST FALLS:

HAYDEN:

Randy Westlund, Mayor

Alan Davis, Mayor

Date: _____

Date: _____

ATTEST:

Rhiannon O'Neill, City Clerk

Abbi Sanchez, City Clerk