

**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 Sheriff’s Office; and
- b. The Kootenai County Board of Commissioners
- c. 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. Payment and Terms of Agreement

This agreement shall be a month-to-month agreement. This City agrees to continue paying the County monthly and shall do so until such time as deemed appropriate by each party to extend beyond a month-to-month contract. The City shall make payments to the county each month in the amount of \$83,333.33 or based upon the monthly rate established within Exhibit A attached hereto.

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 \$1,000,000.00, allocated as follows:

A. Personnel	
• Five (5) Dedicated Patrol Deputies	\$643,385.00
• One (1) Available Animal Control Officer	\$89,417.00
• One (1) Available Detective	\$145,278.00
B. Overhead	\$121,920.00
Total:	\$1,000,000.00

2. Billed Overtime. Kootenai County may bill for any overtime incurred by the dedicated patrol deputies when that time is directly benefiting the City of Hayden. The County shall provide adequate and detailed records of the overtime that is billed to the City so that it may have sufficient knowledge and clarity that such time is, in fact, incurred on behalf of the City and incurred by the dedicated patrol deputies.

3. 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.

4. 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.

5. 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.

6. 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 may attend CITY public meetings. If there is an extraordinary reason, at the request of the CITY, but at the sole discretion of the COUNTY, COUNTY Sheriff's command staff may 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.

7. 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 as mutually agreed upon by the City and the County.
 - b. Monthly statistical information regarding the dedicated patrol deputies to include shifts worked, calls for service taken, reports written, supplements written, numbers of felony arrests, misdemeanor arrests, field interviews conducted as well as numbers of traffic stops, citations and warnings issued as well as the numbers of directed patrols completed.
 - c. Law enforcement initiated vs. all other initiated calls for service.
 - d. Hot spots for crime in the CITY.
 - e. Top 10 types of calls for service for the month.
 - f. Response times (as currently calculated by the COUNTY).
 - g. If the CITY requests additional reports, the COUNTY will work with the CITY and use its reasonable best efforts to provide additional reports.
8. The County shall, in conjunction with the City, provide access to the Spillman System and other law enforcement databases as are determined appropriate by both parties to an individual selected by City who meets the qualifications and background required to access CJIS and sensitive information for the purpose of being a liaison to the County to review statistical reporting and collaborating on responses to crime in the city and community concerns.

The City and the County shall in good-faith effort continue to work towards better accountability of resources being used in Hayden to account for tax dollars provided to the County. Progress reports and iterative conversations should be ongoing as data collection is attempted and produced. The city is encouraged to continue working with KCSO on acceptable levels of reporting and data that satisfies this requirement.

9. Termination of Month-to-Month contract. Under no circumstances is the City required to continue the month-to-month agreement if satisfactory data isn't provided to the City or the County fails to make meaningful progress in this area. Should termination be determined by the City, it shall follow those requirements as listed within the Master Services Agreement.