Memo

To: Mayor and Hayden City Council

From: Dave Hagar, Public Safety Director

Date: November 20, 2026

Agenda Item: Consideration of the FY 27 Contract with Kootenai County for Law Enforcement Services

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Agenda Item Location
Unfinished Business

Background and Recommended Action or Motion
The attached contract is presented to the Council for consideration for FY27 law enforcement services with Kootenai County. In this iteration of the contract, staff has addressed three main issues that arose from the previous contract provided by the County in late September. Those include:

1. Reduction of overhead from 40% to 30%
2. Commitment of the City and the County to meet and agree upon a reasonable amount of overhead, to include a rebate to the City if it is reduced.
3. Retroactive payments for the contract to October 1, 2026

The contract provides four deputies, one detective and an animal control officer. As progress is made on agreeable overhead, it is anticipated we can apply unused budget line set aside for this contract to increase additional deputy hours.

Functional Impact of Authorizing or Not Authorizing
Authorizing this action provides for continued law enforcement services for the City of Hayden and establishes a framework to address reasonable overhead costs and resolve past accountability issues.

Fiscal Impact
Staff budgeted $1,080,000.00 is this budget item and the contract is for $974,223.90

Budget Funding Source / Transfer Request
110-251-59003 Kootenai County Law Enforcement Salaries and Benefits.

Attachment
Draft Contract

LAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") made and entered into this _____ day of _____, 2026, by and between **Kootenai County**, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, the **Kootenai County Sheriff** (hereinafter collectively the "COUNTY") and the **City of Hayden**, Idaho, a municipal corporation of the State of Idaho (hereinafter the "CITY").

WITNESSETH

WHEREAS, several cities in Kootenai County contract with the COUNTY for the provision of law enforcement services within their city boundaries; and

WHEREAS, the COUNTY supports the development and continuation of these contracts to preserve the quality, depth and breadth of its law enforcement services; and

WHEREAS, the CITY desires to contract with the COUNTY for the performance of the hereinafter described law enforcement duties, services, and functions within its boundaries by the COUNTY.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. Law Enforcement Services. The COUNTY will provide the CITY the law enforcement services described in Exhibit A, attached hereto and incorporated herein by reference.

1.1 Compensation.

a. Rate and Cost. The CITY shall pay COUNTY for the services provided at the rate and cost described in Exhibit A.

b. Billing. COUNTY shall submit a bill to the CITY on or about the first day of every month, but not later than the fifth day, for services provided during

the prior month at the rates and cost described in Exhibit A. The CITY shall pay the COUNTY the amount billed within thirty (30) days.

1.2. Special Provisions.

a. Distribution of Penalties, Fines and Forfeitures. Any arrests made within the protected area, and citations issued for misdemeanors or infractions that occur within the protected area during the timeframe for which COUNTY is providing the law enforcement shall be deemed CITY arrests and citations for the purpose of prosecution and distribution of penalties, fines and forfeitures.

1.3 Personnel and Equipment. The COUNTY is acting hereunder as an independent contractor so that:

a. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the COUNTY. Allegations of misconduct shall be investigated in accordance with COUNTY protocol.

b. Status of Employees. All individuals rendering service hereunder shall be for all purposes employees of the COUNTY.

c. Liability. All liability for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the COUNTY hereunder shall be that of the COUNTY.

d. Provision of Personnel. The COUNTY shall furnish all personnel and such resources and material deemed by the COUNTY as necessary to provide the level of law enforcement service herein described.

e. Vehicles and Equipment. Ownership of vehicles and equipment purchased by the COUNTY shall be retained by the COUNTY. The vehicles described in Exhibit B shall be the property of the CITY.

1.4 CITY Responsibilities. In support of the COUNTY providing the services described herein, the CITY promises the following.

a. Municipal Police Authority. The CITY promises to confer municipal police authority on such COUNTY deputies as might be engaged hereunder in enforcing CITY ordinances within CITY boundaries, for the purposes of carrying out this Agreement.

b. Special Supplies. The CITY promises to supply, at its own cost and expense, any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the CITY.

1.5 Duration. This Agreement is effective upon authorization and signature by all parties, except that services and charges shall commence retroactive from October 1, 2026, and shall continue month to month until terminated by either party.

1.6 Termination. Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party.

1.7 Indemnification and Insurance.

a. The CITY to Defend, Indemnify and Hold the COUNTY Harmless. The COUNTY, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of said CITY or any officers, agents or employees thereof, and the CITY hereby covenants and agrees to defend, indemnify and hold and save the COUNTY, and its officers, agents, and

employees, harmless from all claims whatsoever that might arise against the COUNTY, its officers, agents, or employees, by reasons of any acts or failures to act on the part of the CITY, its officers, agents or employees.

b. The COUNTY to Defend, Indemnify and Hold the CITY Harmless. The COUNTY hereby covenants to defend, indemnify and hold and save the CITY, and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against the CITY, its officers, agents, or employees by reason of any acts or failures to act on the part of the COUNTY, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement.

c. Liability Related to CITY Ordinances, Policies, Rules and Regulations. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, policy, rule or regulation is at issue, the CITY shall defend the same and select legal counsel at its sole expense and, if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

d. Insurance. Each party shall procure and maintain insurance as required by applicable federal and state law and as may be appropriate and reasonable

to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation, automobile liability, and property damage. Each party has the right to self-insure all or part of the insurance requirements set forth in this paragraph.

1.8 Audits and Inspections. The records, reports and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the COUNTY or CITY during the term of this Agreement and three (3) years after termination unless such records are exempt from disclosure under Idaho Code §§ 74-101, *et seq*.

1.9 Amendments. This Agreement may be amended at any time by mutual written agreement of the parties.

1.10 Agreement Administration.

a. Agreement Administrators. The CITY Administrator or Mayor, or his designee, and the Sheriff, or his designee, shall serve as agreement administrators to review performance and resolve operational problems.

b. Referral of Unresolved Problems. The CITY Mayor or his designee shall refer any police and/or city code enforcement service operational problem, which cannot be resolved with the Sheriff's designee, to the Sheriff and the designee of the Board of County Commissioners. The Sheriff, the designee of the Board of County Commissioners and the Mayor shall meet as necessary and work in good faith to resolve such issues.

1.11 Entire Agreement/Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the

performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

1.12 Termination of Prior Contracts. The COUNTY and CITY agree that all prior agreements to provide law enforcement services are terminated and superseded by this Agreement. Except as set forth in Exhibit B, all vehicles, equipment and other personal property purchased pursuant to the terms of prior agreements shall be deemed the property of the COUNTY.

1.13 Non-Appropriation of Funds. The COUNTY's obligation to provide the resources to deliver the services under this Agreement is subject to appropriations by the Board of Kootenai County Commissioners to satisfy such obligations. The CITY'S obligation to pay compensation due to the CONTY under this Agreement is subject to appropriations by the CITY's governing body to satisfy payment of such obligations. Each party's obligations to provide resources or make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, this Agreement shall terminate effective at the end of the fiscal year for which funds were appropriated and the COUNTY will not be obligated to provide the services under this Agreement and the CITY will not be obligated to make any payments under this Agreement beyond the amount appropriated, and non-appropriation shall in no way be considered a default or breach. A party shall provide written notice of non-appropriation of funds to the other party within thirty (30) calendar days after action is completed by the party's governing board. However, a party's failure to provide such notice shall not extend this Agreement into a fiscal year in which sufficient funds have not been appropriated.

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Hayden

By: _____
Alan Davis, Mayor

ATTEST:

_____
Abbi Sanchez, City Clerk

Kootenai County Sheriff

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

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, the base sum of $81,178.33 ($974,223.90 ÷12 months) per month, plus deputy overtime and any additional amounts set forth in the Agreement and Exhibits, based on a fiscal year calculated 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. Overhead	$224,820.90
Total:	**$974,223.90**

2. Billed Overtime. The COUNTY will bill for any overtime incurred by the dedicated patrol deputies when that time is directly benefiting the CITY. 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. Adjustment of Overhead Rate. The Overhead described in paragraph 1.B., above, is calculated as 30% of the total loaded personnel salaries (($514,708.00 + $89,417.00 + $145,278.00 = $749,403.00) x .30 = $224,820.90). At any time, the parties may agree on a different overhead rate; and, in the event the overhead rate is reduced, the CITY shall be credit for the total amount of the reduction during that fiscal year.

4. 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.

5. 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.

6. 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.

7. 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, at the request of the CITY, but at the sole discretion of the 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.

8. 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 parties.
b. Monthly statistical information regarding the dedicated patrol deputies to include shifts worked, calls for service taken, reports written, supplemental reports written, number of felony arrests, misdemeanor arrests, field interviews conducted, number of traffic stops, citations and warnings issued and the number 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 5 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.

9. The COUNTY shall, in conjunction with the CITY, provide access to the Spillman System and other law enforcement databases, as are determined appropriate by the parties, to an individual selected by the CITY, who meets the qualifications and background required to access CJIS and sensitive information, for the purpose of being a liaison with the COUNTY to review statistical reporting, and collaborating on responses to crime in the CITY and community law enforcement concerns.

10. The parties shall continue to work in good faith towards better accountability of resources being used in the CITY 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 will continue to work with the KCSO on levels of reporting and data that satisfies this requirement.

EXHIBIT B

1. In the event this Agreement is terminated, or the COUNTY ceases to provide law enforcement services to the CITY, within a reasonable time thereafter, the COUNTY shall transfer title and possession of the following vehicles to the CITY:

VIN Number	Purchase Date	Full Depreciation	FY Contract
1FM5K8AB2PGA20195	1/30/2023	1/30/2028	FY24
1FM5K8AB6PGA19745	1/30/2023	1/30/2028	FY24
1FM5K8AB3PGA21792	1/30/2023	1/30/2028	FY24
1FM5K8AB8SGB36722	3/31/2025	3/31/2030	FY25
1FM5K8AB4SGB37057	3/31/2025	3/31/2030	FY25

(herein "Vehicle or Vehicles")

2. Unless and until the transfer of Vehicles to the CITY as described hereinabove, the COUNTY shall be responsible for fuel, oil changes, and insurance coverage for the Vehicles in the usual and customary manner of other similar COUNTY vehicles. The CITY shall be responsible for all other costs and repairs to the Vehicles.

3. In the event a Vehicle is damaged or totaled, the CITY shall be responsible for the insurance deductible and shall receive the net insurance proceeds. The CITY shall be responsible for all repairs and the cost of a replacement vehicle. In the event a COUNTY vehicle must be used as a replacement, the CITY shall pay the COUNTY the depreciation value of such vehicle.

4. If the Vehicles are transferred to the CITY as described hereinabove, the parties agree that the COUNTY provides no guarantee, promise or warranty as to the condition of the Vehicles, and the CITY shall accept the Vehicles As-Is. The equipment affixed to the Vehicles, including but not limited to radios, camera systems, vehicle uplifting, and other miscellaneous equipment purchased by the CITY, shall be returned to the CITY, so long as the COUNTY can return such equipment without breaching other contracts.