



Date: October 1, 2025

By: Lisa Ailport, City Administrator

Workshop to Review and Provide Direction to Staff over Law Enforcement Contract and Law Enforcement Level of Service with Kootenai County.

What is being brought before Council?

The attached draft contract has been provided to the City from the County, received on 9/29/2025. The contract is meant to represent a template contract that the county would enter into with each city. Exhibit A would establish the level of service and cost allocation as well as any pertinent issues specific to Hayden. Based on preliminary information from County leadership, the master contract once entered into is not expected to change yearly. Additionally, it is not intended to be modified from city to city.

Therefore, any changes contemplated to the Master Agreement should keep in mind the effect it has on the overall administration from city to city.

What is the functional impact of approving or disapproving of this agenda item?

The Workshop anticipates giving directions to staff and no final decision will be taken.

Is this agenda item planned for in the city's fiscal year budget, and what is the impact of approving or disapproving?

The City has budgeted for LE expenses for the year and this contract and attached scenarios are proposed to be discussed at the workshop.

What suggested motion should be made to approve or disapprove this agenda item?

No final decisions are planned for this workshop.

Budget Funding Source / Transfer Request

N/A for this memo

Attachments:

Draft LE contract and LOS scenarios

LAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT (hereinafter “Agreement”) made and entered into this _____ day of _____, 2025, 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. Ownership of vehicles

and equipment purchased by the COUNTY shall be retained by the COUNTY.

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 and continue in effect as set forth in Exhibit A. This Agreement may be renewed upon the mutual written agreement of the parties.

1.6 Termination Process. Each party may initiate a process to terminate this Agreement for any reason as follows:

- a. Notice of Termination. In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving sixty (60) days written notice to other parties.
- b. Transition Plan. Within sixty (60) days of the receipt of such written termination notice, the parties shall commence work on and complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the COUNTY to the CITY. The planning method

should proceed along the lines of a project management approach to facilitate the joint planning process by the CITY and the COUNTY. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.

- c. Termination and/or Interest Charge. In the event the CITY fails to make a monthly payment within thirty (30) days of billing, the COUNTY may charge an interest rate within two percentage points of the interest rate on the monthly COUNTY investment earnings. In addition, in the event the CITY fails to make a monthly payment within one hundred twenty (120) days of billing, the COUNTY may terminate this Agreement.

1.7 Indemnification and Insurance.

- a. CITY to 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 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 Hold CITY Harmless. The COUNTY hereby covenants to 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 Mayor or his/her designee and the Sheriff or his/her designee shall serve as agreement administrators to review performance and resolve operational problems.
- b. Referral of Unresolved Problems. The CITY Mayor or his/her 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 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 superseded by this Agreement. All vehicles, equipment and other personal property purchased pursuant to the terms of prior agreements shall be deemed the property of the COUNTY.

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

1. Duration of Services. The services set for in this Agreement shall commence on **October 1, 2025** and end on September 30, 2026, unless both parties agree to modify in writing.

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

a.	Personnel	
b.	___ Patrol Deputies	\$
c.	___ Other Staff	\$
d.	___ Animal Control Officer	\$
e.	Personnel Equipment	\$
f.	Operational Overhead	\$
g.	Vehicles and Equipment	\$
Total		\$

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 Council Meetings. COUNTY personnel attending CITY public meetings shall be heard first then allowed to leave, unless there is an extraordinary reason otherwise.

6. Reporting. The COUNTY shall provide monthly reporting to the CITY with the same information and in a substantially similar form as the Hayden Monthly Activity Report August 2025, attached hereto. **[THIS IS WHAT THE SHERIFF'S OFFICE REQUESTED]**

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

- Summary level information regarding crimes as tracked in the Sheriff's Office software in both the monthly and yearly tabulations.
- Police initiated vs. all other initiated calls for service.
- Hot spots for crime in the CITY.
- Top 10 types of calls for service for the month.
- Response times (as currently calculated by the COUNTY).
- Any other information requested by the CITY that can be tracked with the Sheriff's Office software. **[THIS IS WHAT THE CITY REQUESTED]**

OPTION #1		
Position #	FY26 Loaded Rate before Longevity & Steps	
1 Average Cost FT Deputy	\$	125,439
2 Average Cost FT Deputy	\$	125,439
3 Average Cost FT Deputy	\$	125,439
4 Average Cost FT Deputy	\$	125,439
5 Average Cost FT Deputy	\$	125,439
6 Average Cost FT Deputy	\$	125,439
7 Average Cost FT Deputy	\$	125,439
8 Average Cost FT Deputy	\$	125,439
9 Average Cost FT Detective	\$	137,858
10 NEW Average Cost FT Lieutenant	\$	174,038
11 NEW Average Cost FT Animal Control Officer	\$	87,757
FY26 Hard Costs	\$	1,403,163
Contract CREDIT: FY24 Vehicles (10/1/25 book value)	\$	(81,322)
Contract CREDIT: FY25 Vehicles (full purchase price)	\$	(190,000)
FY26 Hard Costs after credits	\$	1,131,841
40% Overhead Rate	\$	452,736
FY26 Contract Cost	\$	1,584,577
Hayden proposed revenue	\$	1,049,000
additional funds needed from Hayden	\$	(535,577)

FY26 Contract Stipulations

- 1.) Hayden will no longer purchase vehicles for the County, and contract credits will remove all claims by the City of Hayden on all vehicles or equipment. No vehicles or equipment will revert to Hayden ownership at any time. Any revenues from Hayden will be applied to personnel and overhead only.
- 2.) \$260,000 buy-out clause for new Lieutenant
- 3.) Deficit must be funded

1FM5K8AB2PGA20195		
Capitalization Date	1/30/2023	
Capitalized Asset	\$	87,130
FY23 Depreciation	\$	(11,617)
FY24 Depreciation	\$	(17,426)
FY25 Depreciation	\$	(17,426)
FY26 Beginning Book Value	\$	40,661
1FM5K8AB6PGA19745		
Capitalization Date	1/30/2023	
Capitalized Asset	\$	87,130
FY23 Depreciation	\$	(11,617)
FY24 Depreciation	\$	(17,426)
FY25 Depreciation	\$	(17,426)
FY26 Beginning Book Value	\$	40,661
Total	\$	81,322

OPTION #2		
Position #	FY26 Loaded Rate before Longevity & Steps	
1 Average Cost FT Deputy	\$	125,439
2 Average Cost FT Deputy	\$	125,439
3 Average Cost FT Deputy	\$	125,439
4 Average Cost FT Deputy	\$	125,439
5 Average Cost FT Deputy	\$	125,439
6 Average Cost FT Deputy	\$	125,439
7 Average Cost FT Deputy	\$	125,439
8 Average Cost FT Deputy	\$	125,439
9 Average Cost FT Detective	\$	137,858
10 NEW Average Cost FT Deputy	\$	125,439
11 NEW Average Cost FT Animal Control Officer	\$	87,757
FY26 Hard Costs	\$	1,354,564
Contract CREDIT: FY24 Vehicles (10/1/25 book value)	\$	(81,322)
Contract CREDIT: FY25 Vehicles (full purchase price)	\$	(190,000)
FY26 Hard Costs after credits	\$	1,083,242
40% Overhead Rate	\$	433,297
FY26 Contract Cost	\$	1,516,539
Hayden proposed revenue	\$	1,049,000
additional funds needed from Hayden	\$	(467,539)

FY26 Contract Stipulations

- 1.) Hayden will no longer purchase vehicles for the County, and contract credits will remove all claims by the City of Hayden on all vehicles or equipment. No vehicles or equipment will revert to Hayden ownership at any time. Any revenues from Hayden will be applied to personnel and overhead only.
- 2.) Deficit must be funded

OPTION #3		
Position #	FY26 Loaded Rate before Longevity & Steps	
1 Average Cost FT Deputy	\$	125,439
2 Average Cost FT Deputy		
3 Average Cost FT Deputy	\$	125,439
4 Average Cost FT Deputy	\$	125,439
5 Average Cost FT Deputy		
6 Average Cost FT Deputy	\$	125,439
7 Average Cost FT Deputy		
8 Average Cost FT Deputy		
9 Average Cost FT Detective	\$	137,858
10 NEW Lieutenant		
FY26 Hard Costs	\$	639,612
FY26 Hard Costs after credits	\$	639,612
60% Overhead Rate	\$	383,767
FY26 Contract Cost	\$	1,023,380
Hayden proposed revenue	\$	1,049,000
surplus funds	\$	25,620

FY26 Contract Stipulations

- 1). \$260,000 buy-out clause for new Lieutenant
- Note: Hayden to pay delta for additional deputies if wanted

* 3rd FY24 Hayden vehicle is being used for the Hayden SRO