

**AGENDA OF THE CITY COUNCIL MEETING  
FOR THE CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO**

Monday, November 24, 2025

Special Meeting: 5:00 PM

Hayden City Hall Council Chambers, 8930 N. Government Way, Hayden, ID 83835

**CALL TO ORDER**

**ROLL CALL OF COUNCIL MEMBERS**

**PLEDGE OF ALLEGIANCE**

**ADDITIONS OR CORRECTIONS**

1. **EXECUTIVE SESSION ACTION ITEM** *(Action will be taken to enter and exit Executive Session. No action will be taken during the Executive Session)*
  - A. Idaho Code 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.
2. **UNFINISHED BUSINESS**
  - A. **ACTION ITEM** Agreement with Kootenai County to Provide Law Enforcement Services to the City of Hayden

## LAW ENFORCEMENT SERVICES AGREEMENT

**THIS AGREEMENT** (hereinafter “Agreement”) made and entered into this 18<sup>th</sup> day of November, 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.

- 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 on October 1, 2025, and unless otherwise terminated, shall continue in effect until September 30, 2026. This Agreement may be renewed upon the mutual written agreement of the parties.

1.6 Early Termination. 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 this Agreement prior to the expiration date, such party may do so by giving sixty (60) days written notice to other party.
- 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 immediately.

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 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 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.

**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  
**Bruce E. Mattare, Commissioner - Signed 11/18/2025**

By:   
\_\_\_\_\_  
~~Leslie Duncan, Commissioner - Signed 11/18/2025~~  
Leslie Duncan, Commissioner

By:   
\_\_\_\_\_  
~~Marc Eberlein, Commissioner - Signed 11/18/2025~~  
Marc Eberlein, Commissioner

ATTEST:

  
\_\_\_\_\_  
**Teri Johnston, Deputy Clerk - Signed 11/18/2025**  
Jennifer Locke, Kootenai County Clerk

**EXHIBIT A**

1. 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 \$1,193,934.00, allocated as follows:

a.	Personnel:	
	i. Five (5) Dedicated Patrol Deputies	\$627,195.00
	ii. One (1) Available Animal Control Officer	\$87,757.00
	iii. One (1) Available Detective	\$137,858.00
b.	Hard Costs	\$852,810.00
c.	Overhead	\$341,124.00
	<b>Total</b>	<b>\$1,193,934.00</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 Council Meetings. As requested by the CITY, a COUNTY Sheriff's deputy shall be diverted from providing law enforcement service 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, COUNTY Sheriff's command staff personnel will attend CITY public meetings. COUNTY personnel attending CITY public meetings shall be heard first then allowed to leave, unless there is an extraordinary reason otherwise.

5. 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.

**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 remove all equipment and 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.

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.

### 3. ADJOURNMENT