

**AGENDA OF THE PUBLIC SAFETY COMMISSION  
FOR THE CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO**

Tuesday, December 2, 2025

Commission Meeting: 1:00 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. **CONSENT CALENDAR** *All items on the Consent Calendar are Action Items*
  - A. Approval of the June 3, 2025 Public Safety Commission Minutes

# DRAFT MINUTES OF THE PUBLIC SAFETY COMMISSION FOR THE CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO

Tuesday, June 3, 2025

Commission Meeting: 1:00 PM  
Hayden City Hall Council Chambers, 8930 N. Government Way, Hayden, ID 83835

## CALL TO ORDER

The meeting was called to order at 1:00 PM.

## ROLL CALL OF COMMISSION MEMBERS

**Present:** Chair John Spencer, Vice-Chair Brian Harrison and Commissioner Raleigh Measom. Commissioner Hagar was absent.

## PLEDGE OF ALLEGIANCE

Chair Spencer led the pledge of allegiance.

## ADDITIONS OR CORRECTIONS

None

### 1. CONSENT CALENDAR *All items on the Consent Calendar are Action Items*

A. Approval of March 4, 2025, Public Safety Commission Meeting Minutes

MOTION: Commissioner Measom motioned to approve the minutes from the March 4, 2025, Meeting. Vice Chair Harrison provided the second. All members were in favor, none were opposed. The motion was approved.

### 2. VISITOR/PUBLIC COMMENT

City Councilmember White thanked the Public Safety Commission for sharing their expertise.

### 3. UNFINISHED BUSINESS

A. **ACTION ITEM** Finalization of the Measure What Matters - Community Policing plan and make recommendation to City Council.

Commission members reviewed the latest draft of the *Measure What Matters* document, which is intended to guide law enforcement policy and the work of the Public Safety Commission in Hayden. The document is being considered for recommendation to the City Council for adoption as part of a resolution.

Members acknowledged they had received a draft; some had earlier versions. There was a concern about outdated references, such as training for a School Resource Officer (SRO), which may no longer be relevant due to changes in the school district's responsibilities or contract expiration.

A question was raised about how the document would be implemented and who would lead that process. It was suggested that implementation could involve various entities, including the Public Safety Commission, the Sheriff's Office, and the City Council.

There was discussion that a public safety liaison—possibly working alongside the city manager—would be key in reviewing the document regularly (e.g., quarterly) and ensuring the goals are being met.

Members expressed general support for the goals and direction of the document, viewing it as a positive "guiding light" for policing policy in Hayden.

MOTION: Vice Chair Harrison motioned to approve the Measure What Matters document for recommendation to City Council once the modification is made to the School Resource Officer portion. Commissioner Measom provided the second. All members were in favor, none were opposed. The motion was approved.

B. **ACTION ITEM** Review 2025 Law Enforcement Reports and make a recommendation to City Council.

Commission members reviewed law enforcement reports covering January through April, which were prepared for public consumption and shared with both the Commission and City Council. The reports are also made available on the city's website.

The reports are informational and intended to provide transparency and community awareness. No immediate recommendations were made, but the agenda included the option for action if needed. It was noted that the mayor and staff have been working with the Sheriff's Office to refine how response times are reported, especially distinguishing between officer-initiated and citizen-initiated calls—to ensure more accurate and realistic data. The current format of the reports was noted as being user-friendly and designed for the public. Council receives the same reports monthly, and the Sheriff's Office is typically available for questions.

Members noted that animal-related calls (especially after hours) constitute a significant portion of law enforcement activity. Deputies handle these when animal control officers are off duty. Assaults and thefts were identified as the most common incidents, primarily involving shoplifting at local businesses (e.g., Super 1 and Walmart). Burglaries and auto thefts remain low, which members viewed positively.

One member expressed appreciation for recent revisions to the statistics sheet, noting increased proactivity by deputies and generally positive safety trends in Hayden.

4. **NEW BUSINESS**

A. **ACTION ITEM** Review Draft Fiscal Year 2026 Law Enforcement Master Contract and Make Recommendations to City Council

The Commission reviewed the proposed FY 2026 master law enforcement contract with the Kootenai County Sheriff's Office (KCSO), which outlines law enforcement services for Hayden. The goal was to assess its structure, content, and implications, particularly the inclusion of a new lieutenant-level position—and determine whether to recommend the contract to the City Council.

The contract includes a command-level lieutenant role, based on prior recommendations by the Commission and Council. Some members expressed concerns over cost, especially given that the lieutenant would be supervising a small team (often two deputies on duty at a time). Others emphasized that leadership is essential for coordination, strategic oversight, and serving as a liaison between the City and the Sheriff's Office.

The proposed agreement is separated into a Master Contract (long-term structure) and a Supplemental Agreement (reviewed and adjusted annually). Future adjustments (e.g. adding/removing roles or costs) would happen in the supplemental agreement, reducing the need to revise the full contract each year.

A major point of concern was what happens when deputy positions are unfilled due to injury, training, or staffing shortages. It was clarified that Deputies' duties would be absorbed by the broader Kootenai County Sheriff's Office when specific Hayden-assigned deputies are unavailable. It was noted that the Sheriff's Office has generally maintained full staffing for Hayden since the newer contract model began.

Members emphasized the need to add language to ensure a formal review if long-term vacancies occur. Staff will collaborate with the Sheriff's Office and legal counsel to finalize language.

MOTION: Chair Spencer motioned to move the Master Contract forward, with language to address long term vacancies in excess of what Family Medical Leave allows, and get this presented to City Council. Vice Chair Harrison provided the second.

Commissioner Measom abstained due to not having reviewed the contract in time and raised concerns about rising costs versus original levy commitments.

The remaining members were in favor, none were opposed. The motion was approved.

B. **ACTION ITEM** Review Draft Fiscal Year 2026 Law Enforcement Supplemental and Make Recommendations to City Council for Consideration

Staff provided an update on ongoing discussions with the Sheriff's Office regarding the supplemental law enforcement services contract. The intent of the discussion was to inform the Commission of the current status, pricing considerations, and possible outcomes depending on the final agreement. A summary of key points included:

- Over the past two years, the City has made significant progress in replacing law enforcement vehicles. Based on recent discussions, the Sheriff's Office believes vehicle replacement could be reduced to one vehicle this year.
- The resulting capital cost savings have been shifted to cover labor costs, which saw a \$95,000 increase in labor and a 50% reduction in contracted costs, resulting in a net neutral impact for the year.
- The proposal includes accounting for the transition from the School Resource Officer position to a lieutenant position, along with an additional 4% increase to help offset rising benefit and insurance costs.
- Three parties are involved in finalizing the agreement: the City Council, the Sheriff's Office, and the Board of County Commissioners (BOCC).
- Some disagreement remains regarding cost calculations, and a potential compromise may be made after additional discussions with the BOCC.

**Budget Impact:**

- Current proposal results in no net financial impact to the FY budget (net neutral).
- Future budget years may require additional funding if new deputies are added.
- The maximum allowable property tax increase this year is approximately 3%, equating to roughly \$78,000–\$80,000, with an additional estimated \$45,000 anticipated from new construction revenue. Staff noted that new construction revenues also bring new service demands such as road maintenance, snow removal, and policing.

**Commission Discussion:**

Commissioners discussed the timing of the presentation to City Council and confirmed that the proposal will be included in the final budget adoption process. Iterative updates will be provided as negotiations progress. No formal motion was requested or made on this item. The update was informational only.

**5. REPORTS**

Captain Smart presented an overview of activity in Hayden based on four months of statistical data provided to the Commission. Key points from the discussion included:

- **General Crime Trends:** Overall, crime levels in Hayden remain relatively flat with no significant spikes or areas of immediate concern.
- **Traffic Complaints:** Traffic-related issues continue to be the most frequent complaints from residents. Enforcement is carried out strategically across neighborhoods, using patrol rotations and deployment of a single speed trailer to encourage compliance and assess effectiveness.

- **High-Activity Areas:** Certain areas of Hayden, such as Honeysuckle Beach, are expected to see increased calls during the summer, primarily related to parking and suspicious persons.
- **Retail Locations:** Walmart and Super 1 cooperate with law enforcement, although Walmart generally takes a passive approach to prosecution, often opting not to press charges in lower-level incidents.
- **Drug Activity:** Drug activity, particularly in parking lots, is present on a weekly basis. Officers, especially during late night shifts, routinely check parking areas and make contact with individuals to assess whether issues stem from transient living, drug use, or mental health needs.
- **Citizen Reports:** Community members frequently call in suspicious activity. While some calls lead to officer response and action, others are not actionable due to the subject having left the scene before arrival.
- **Arrest Statistics:** The “Other Arrests” category includes a range of incidents not classified as DUI or drug-related, such as domestic violence, battery, and warrant arrests. These arrests typically range between 50 and 70 per month. Warrant arrests are included in the arrest data and reflected in the statistical reports provided.

Commission members expressed appreciation for the readability of the reports and the transparency provided in the current format.

## 6. AGENDA ITEMS FOR UPCOMING MEETINGS

The Commission discussed the potential need to meet more frequently than the current quarterly schedule. It was noted there may be a concern that three-month intervals may limit momentum and reduce effectiveness, especially when addressing time-sensitive topics such as the law enforcement contract. Others noted that, in the absence of urgent projects, the current meeting frequency may be adequate.

It was agreed that meetings could be scheduled more frequently on an as-needed basis, particularly if new projects or directives from the City Council arise. Staff time and meeting costs, especially with the addition of video recording, were also considered in the discussion of meeting frequency.

Looking ahead to the next meeting (tentatively scheduled for October), the Commission expects the following items to be included or revisited:

- **Budget and Contract Recap:** A report on the final outcomes related to the law enforcement master contract and the adopted city budget.
- **City Council Direction:** Any new issues or questions referred to the Commission by the City Council will be considered for discussion or action.
- **Staff Updates:** Possible introduction of a new lieutenant, if appointed, and updates on any interim developments.

At this time, no additional agenda items were proposed. The Commission agreed to remain flexible and responsive to city needs as they arise.

## 7. ADJOURNMENT **ACTION ITEM**

MOTION: Commissioner Measom motioned to adjourn the meeting. Chair Spencer provided the second. All members were in favor, none were opposed. The motion was approved.

The meeting was adjourned at 1:48 p.m.

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Shawn Langenderfer, Deputy City Clerk

2. **VISITOR/PUBLIC COMMENT (3-minutes maximum)**
3. **UNFINISHED BUSINESS**
  - A. **ACTION ITEM** Review July - October 2025 Law Enforcement Reports



# HAYDEN MONTHLY ACTIVITY REPORT

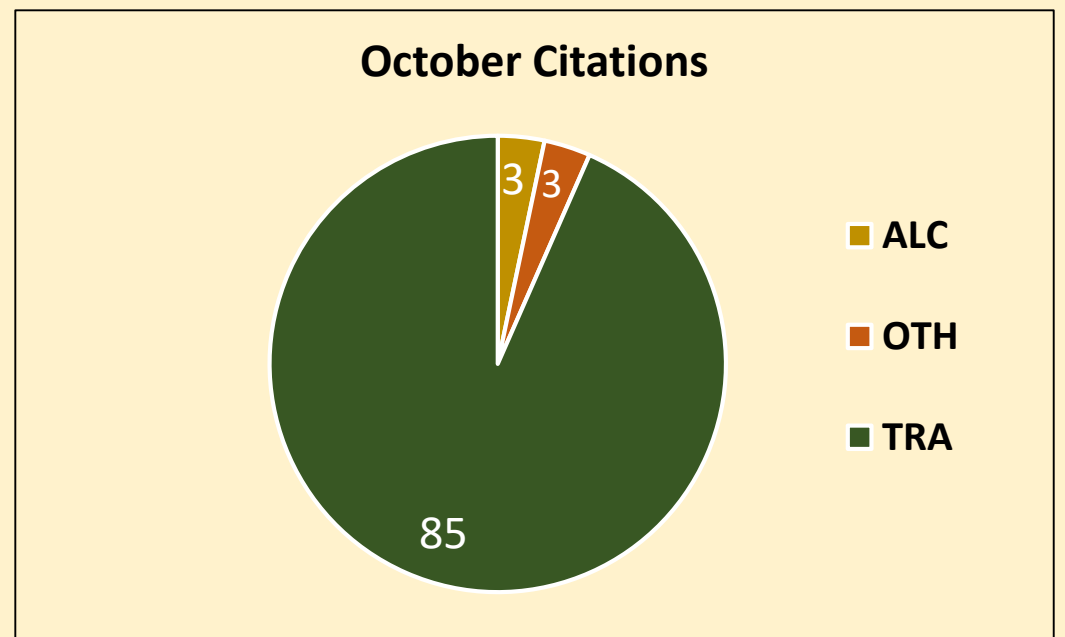
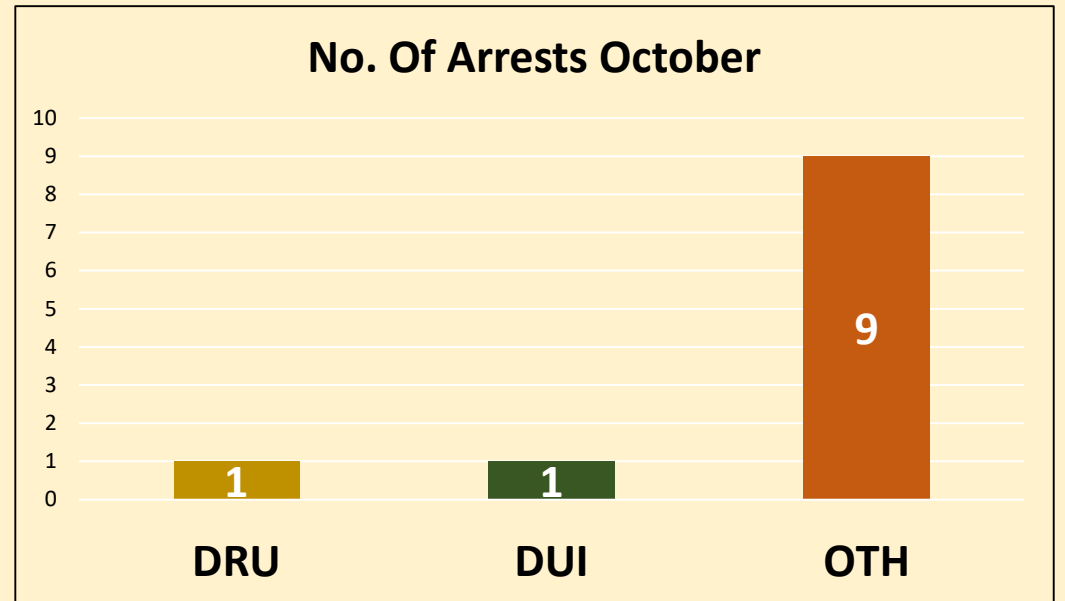
## OCTOBER 2025

Offense Reported	2025		Previous Years YTD		
	OCT	YTD	2024	2023	2022
Aggravated Assault	1	15	11	6	12
Arson	0	0	1	1	2
Auto Burglary	0	6	5	2	5
Burglary Non Resid	2	7	4	0	3
Burglary Resid	1	6	2	6	8
Rape	0	1	2	4	2
Homicide	0	0	0	0	0
Robbery	0	4	1	0	0
Theft	8	101	50	29	70
Vehicle Theft	0	3	2	3	2
Assault	8	64	31	30	39
Vandalism	3	23	21	16	22
<b>Total</b>	<b>23</b>	<b>230</b>	<b>130</b>	<b>97</b>	<b>165</b>

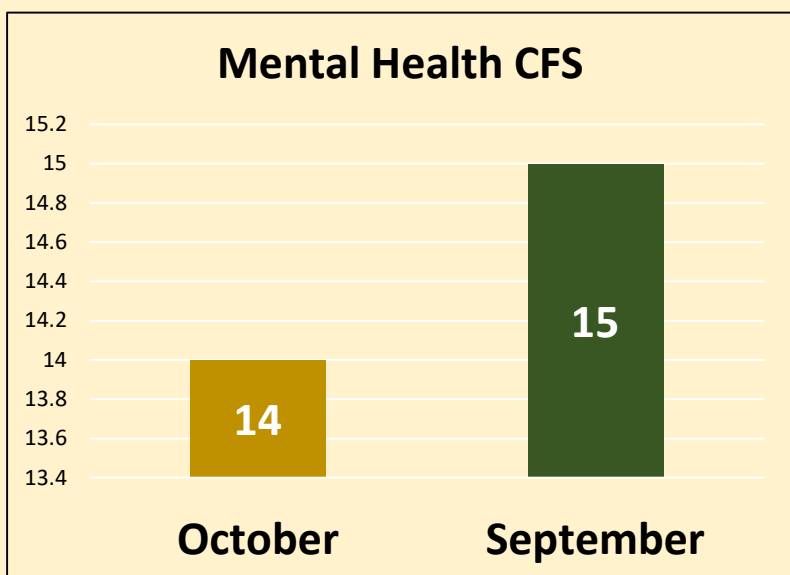
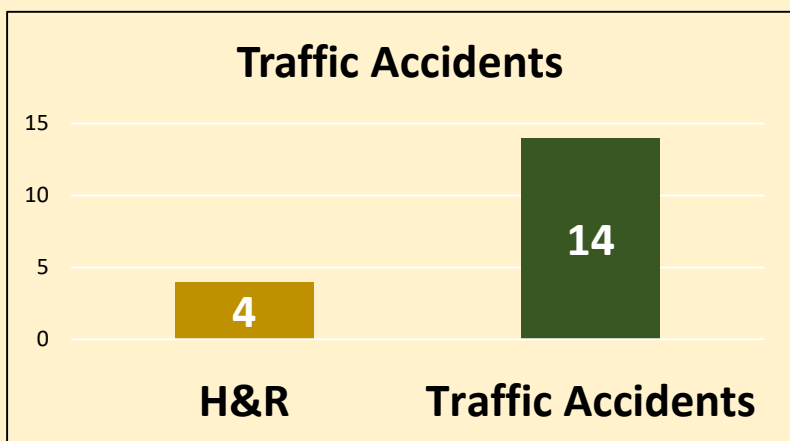
TYPE	October	September	YTD
Police Initiated	936	789	13566
All Other (Citizen)	462	489	4937
<b>Total</b>	<b>1398</b>	<b>1278</b>	<b>18503</b>

### Top 2 CFS Hotspots

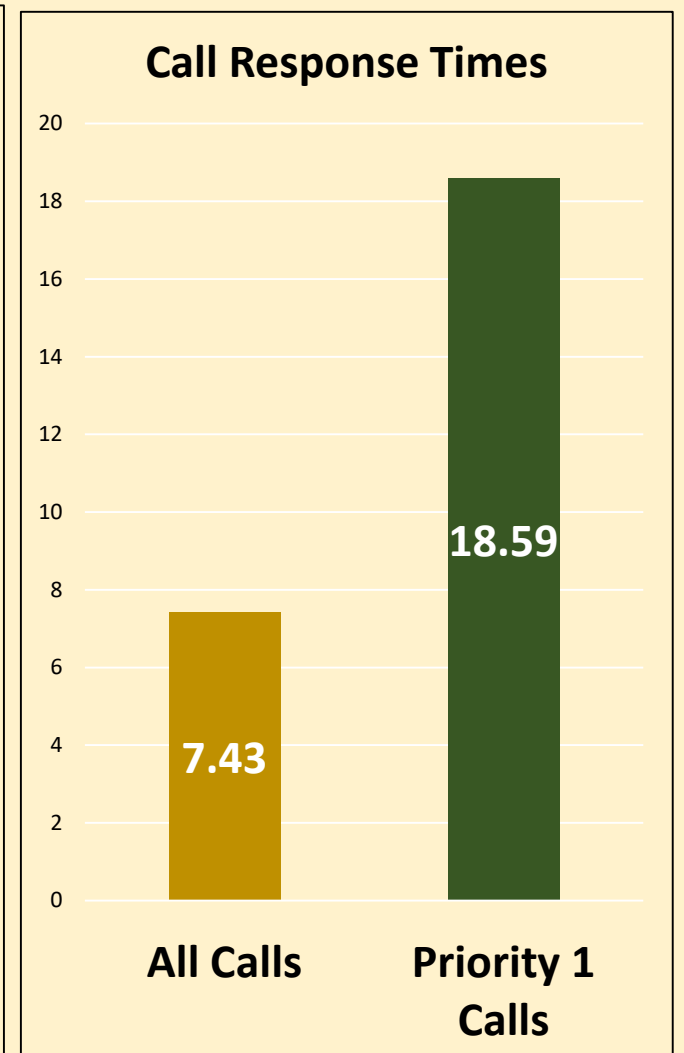
Location	Total Calls
Walmart	39
Super 1	31



Citation Type Table	
ALC	Alcohol Violation
ANI	Animal Violation
DRU	Drug Violation
OTH	Other Violation
TRA	Traffic Violation



Top 10 Calls For Service	
Type	Total
Animal Problems	131
Citizen Assist	72
Traffic Concerns	43
Suspicious	42
Welfare Checks	27
Alarms	22
Domestic/Family Dispute	13
Vin Inspection	11
Warrant Service	9
Civil Service	9





# HAYDEN MONTHLY ACTIVITY REPORT

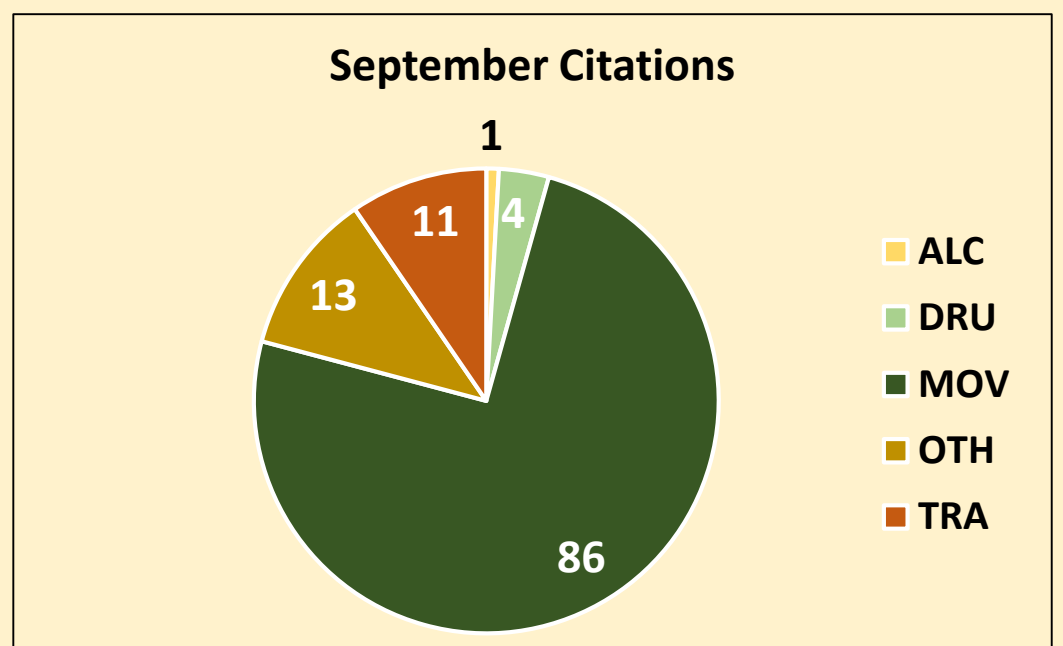
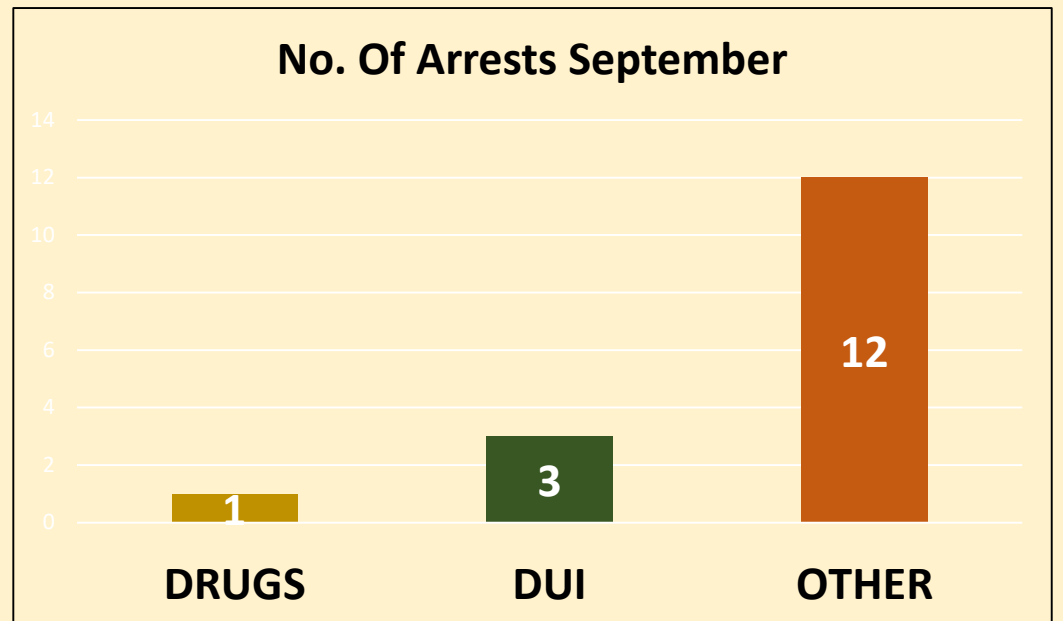
## SEPTEMBER 2025

Offense Reported	2025		Previous Years YTD		
	SEP	YTD	2024	2023	2022
Aggravated Assault	3	14	11	6	7
Arson	0	0	1	1	1
Auto Burglary	2	6	5	2	5
Burglary Non Resid	2	5	4	0	3
Burglary Resid	2	5	2	6	8
Rape	0	1	2	4	2
Homicide	0	0	0	0	0
Robbery	0	4	1	0	0
Theft	12	93	50	29	40
Vehicle Theft	0	3	2	3	2
Assault	9	56	31	30	36
Vandalism	5	20	20	16	22
<b>Total</b>	<b>35</b>	<b>207</b>	<b>129</b>	<b>97</b>	<b>126</b>

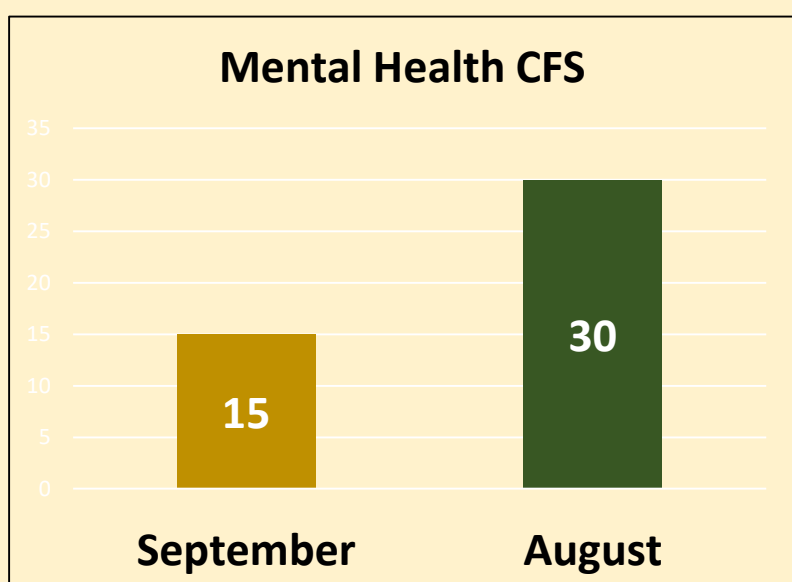
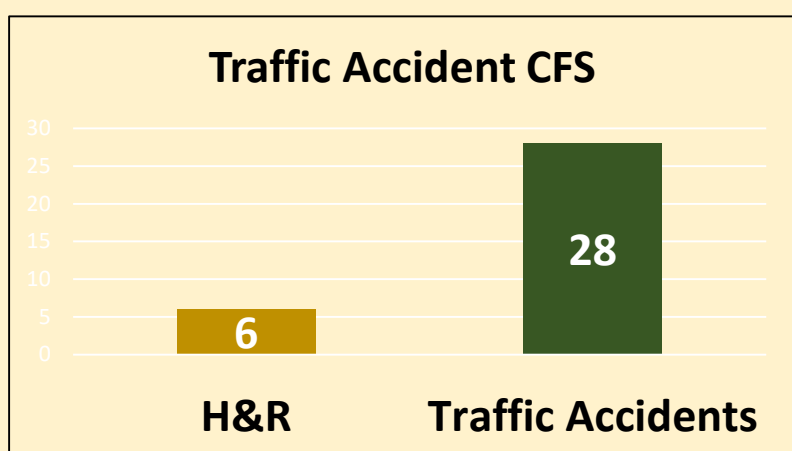
TYPE	September	August	YTD
Police Initiated	789	979	12630
All Other (Citizen)	489	563	4475
<b>Total</b>	<b>1278</b>	<b>1542</b>	<b>17105</b>

### Top 2 CFS Hotspots

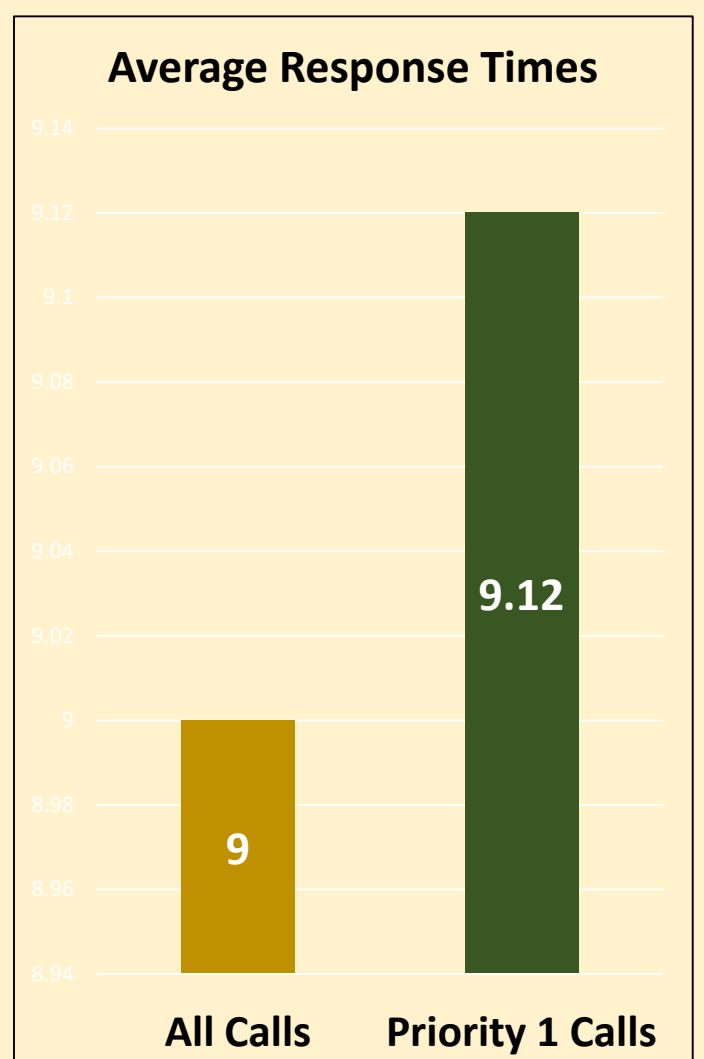
Location	Total Calls
Walmart	40
Super 1	31



Citation Type Table	
ALC	Alcohol Violation
ANI	Animal Violation
DRU	Drug Violation
OTH	Other Violation
TRA	Traffic Violation



Top 10 Calls For Service	
Type	Total
Animal Problems	204
Fire/Medical	120
Citizen Assist	55
Suspicious	47
Welfare Checks	32
Alarms	28
Business Check	19
Domestic/Family Dispute	13
Vin Inspection	12
Warrant Service	11





# HAYDEN MONTHLY ACTIVITY REPORT

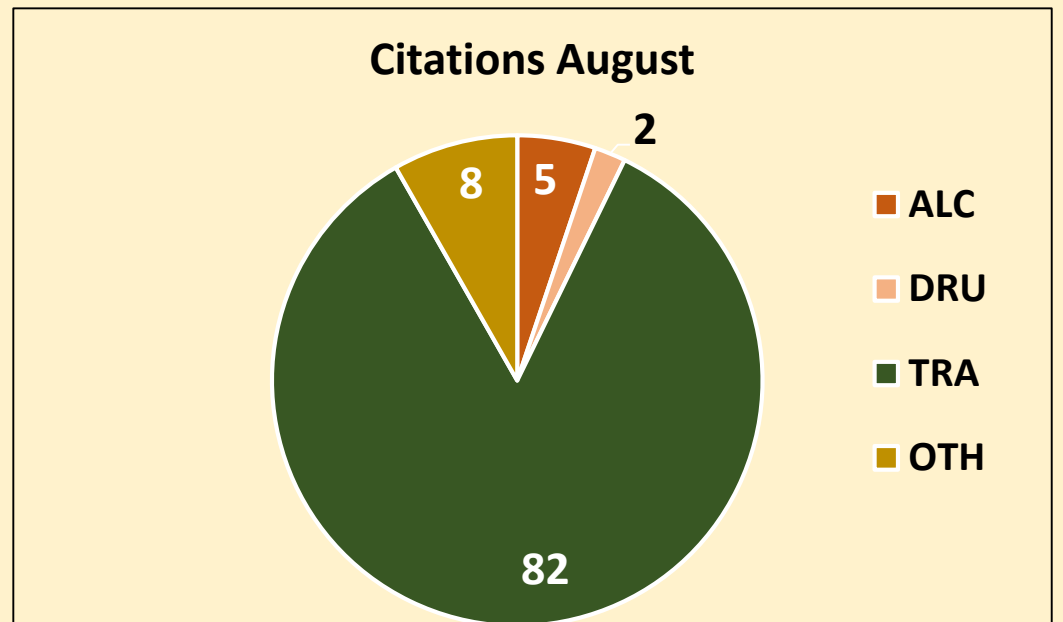
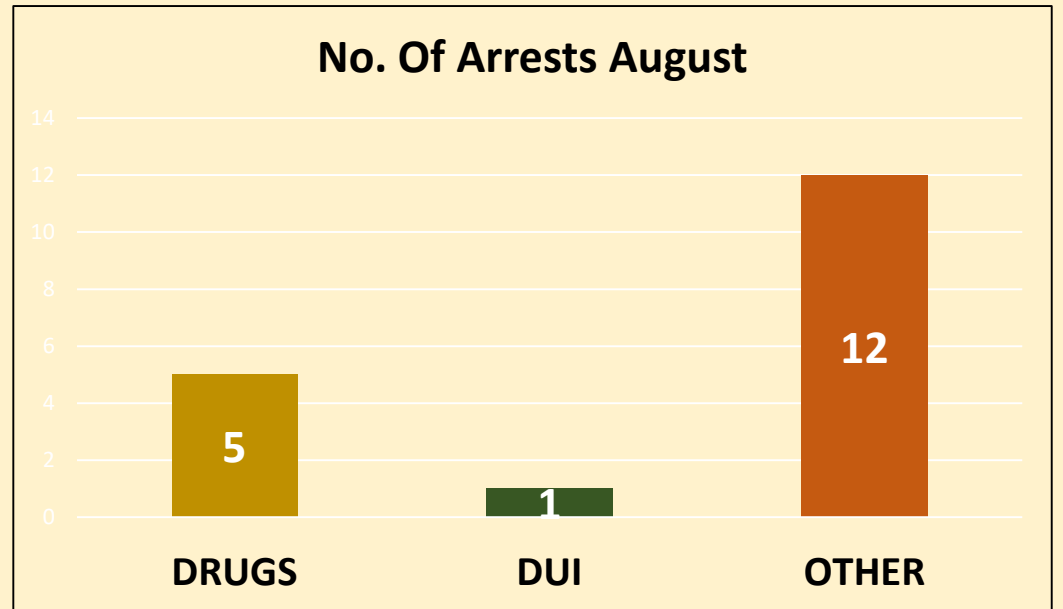
## AUGUST 2025

Offense Reported	2025		Previous Years YTD		
	AUG	YTD	2024	2023	2022
Aggravated Assault	1	11	10	13	11
Arson	0	0	1	0	2
Auto Burglary	2	4	4	7	9
Burglary Non Resid	0	3	2	11	4
Burglary Resid	1	3	6	6	7
Rape	1	1	5	2	1
Homicide	0	0	0	0	0
Robbery	0	4	0	1	0
Theft	14	81	79	118	103
Vehicle Theft	0	3	0	4	6
Assault	8	47	51	53	50
Vandalism	4	15	29	22	26
<b>Total</b>	<b>31</b>	<b>172</b>	<b>187</b>	<b>237</b>	<b>219</b>

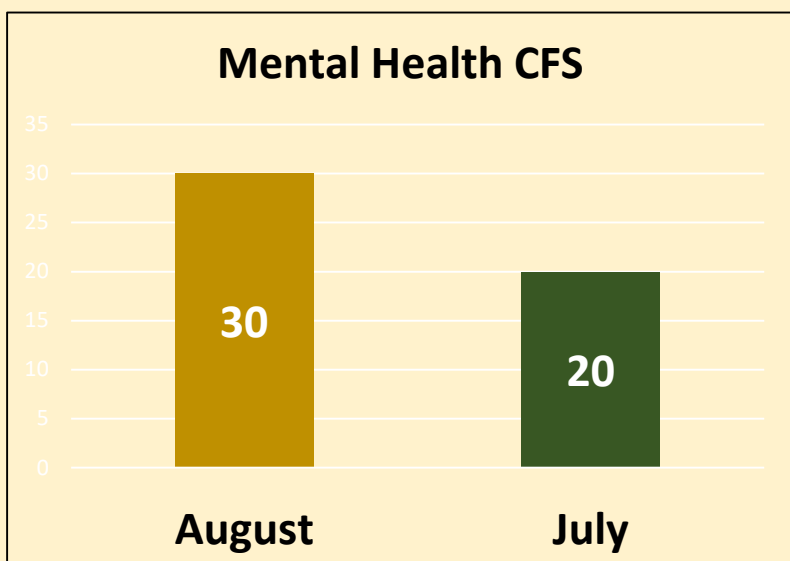
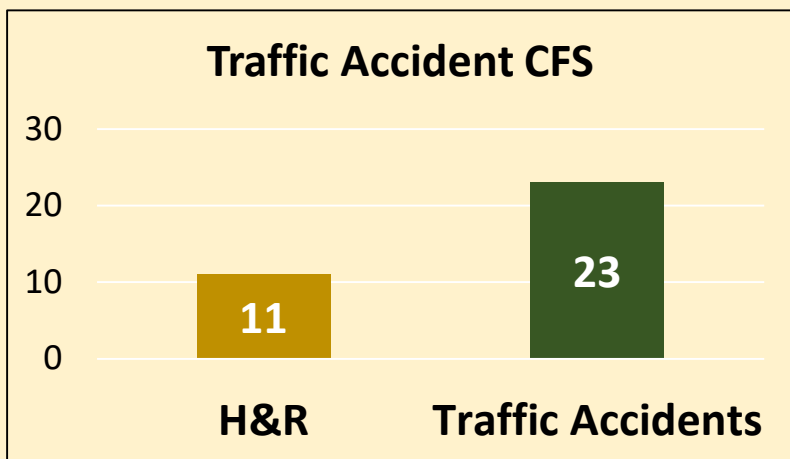
TYPE	August	July	YTD
Police Initiated	979	1326	11841
All Other (Citizen)	563	593	3986
<b>Total</b>	<b>1542</b>	<b>1919</b>	<b>15827</b>

### Top 2 CFS Hotspots

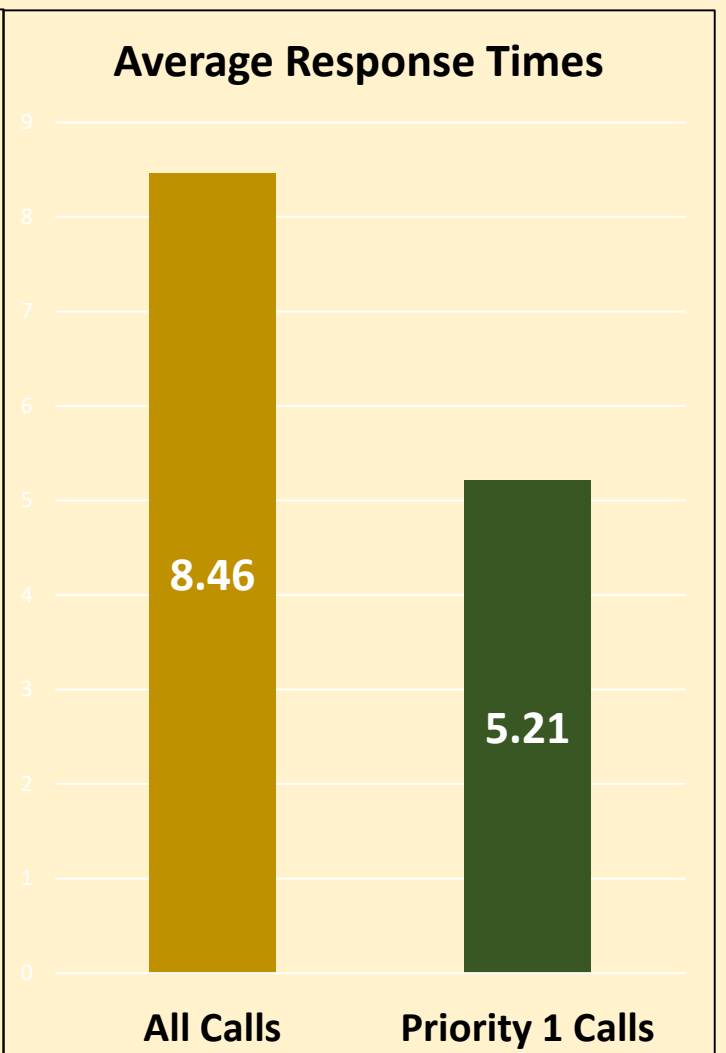
Location	Total Calls
Walmart	28
Super 1	21



Citation Type Table	
ALC	Alcohol Violation
ANI	Animal Violation
DRU	Drug Violation
OTH	Other Violation
TRA	Traffic Violation



Top 10 Calls For Service	
Type	Total
Fire/Medical	166
Animal Problems	158
Citizen Assist	64
Alarms	33
Welfare Checks	31
Suspicious	27
Vin Inspection	18
Trespassing	16
Domestic/Family Dispute	15
Civil	13





# HAYDEN MONTHLY ACTIVITY REPORT

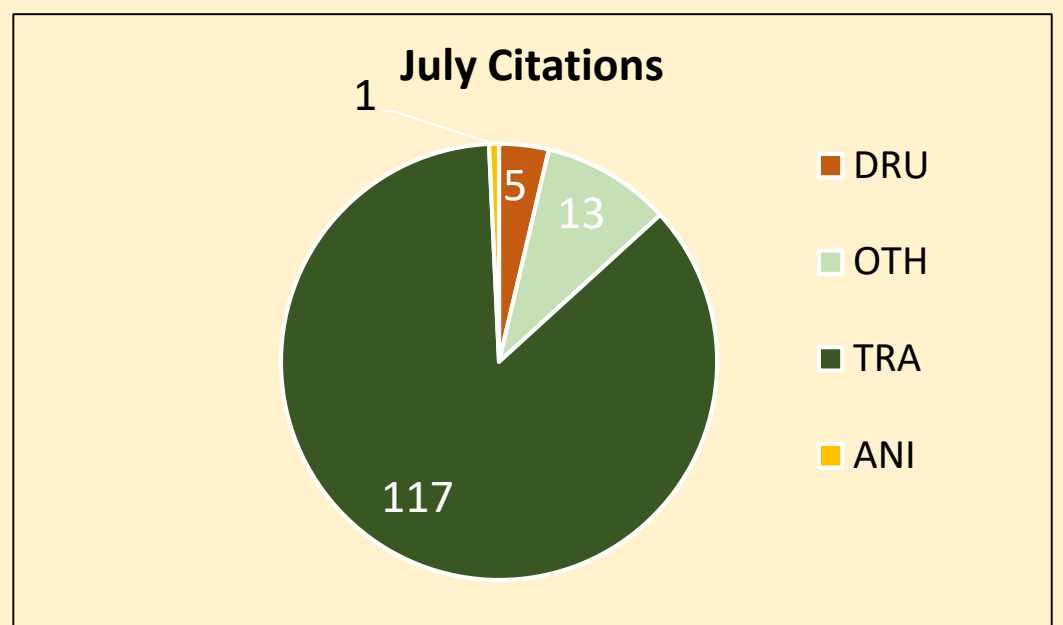
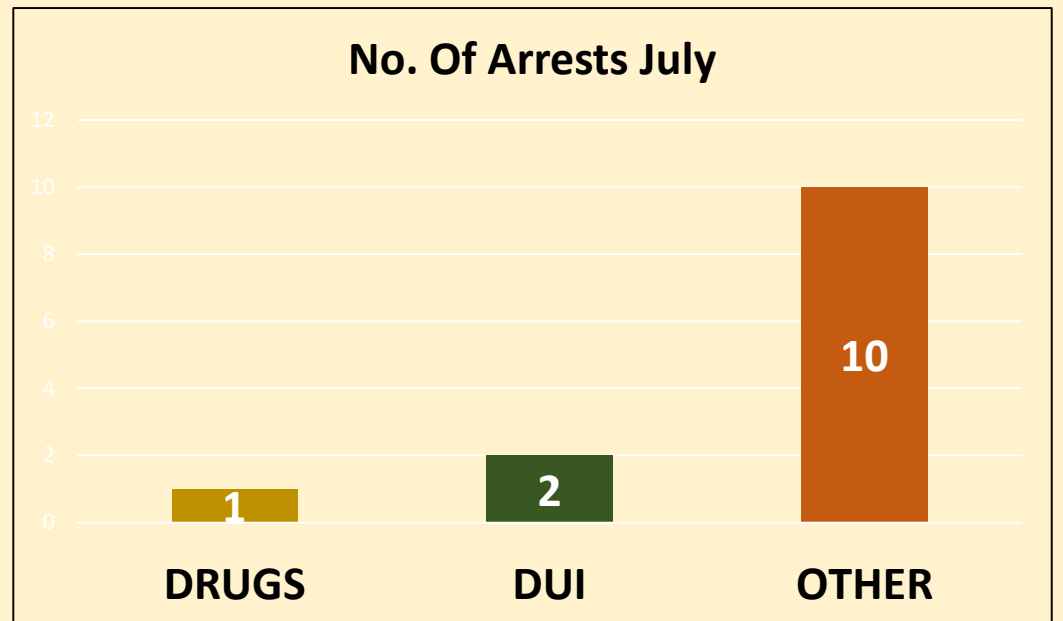
## JULY 2025

Offense Reported	2025		Previous Years YTD		
	JUL	YTD	2024	2023	2022
Aggravated Assault	5	10	8	13	11
Arson	0	0	2	0	1
Auto Burglary	1	2	6	7	9
Burglary Non Resid	1	3	2	11	4
Burglary Resid	1	2	6	7	7
Rape	0	0	4	2	1
Homicide	0	0	0	0	1
Robbery	0	4	0	0	0
Theft	12	67	76	105	52
Vehicle Theft	0	3	1	4	7
Assault	7	39	45	45	51
Vandalism	4	11	35	28	33
<b>Total</b>	<b>31</b>	<b>141</b>	<b>185</b>	<b>222</b>	<b>177</b>

TYPE	July	June	YTD
Police Initiated	1326	1368	10862
All Other (Citizen)	593	583	3423
<b>Total</b>	<b>1919</b>	<b>1951</b>	<b>14285</b>

### Top 2 CFS Hotspots

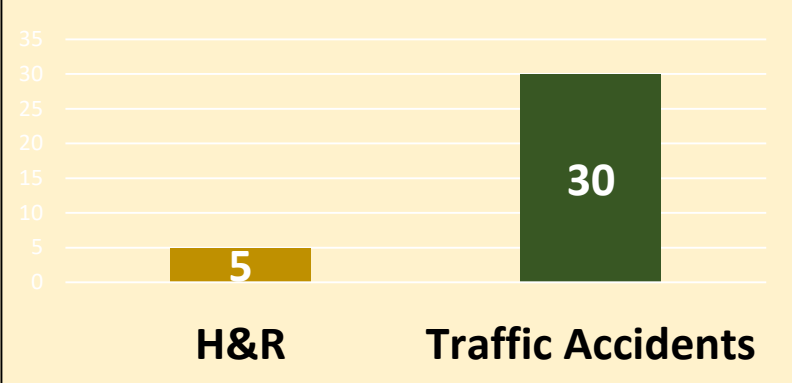
Location	Total Calls
Walmart	46
Super 1	16



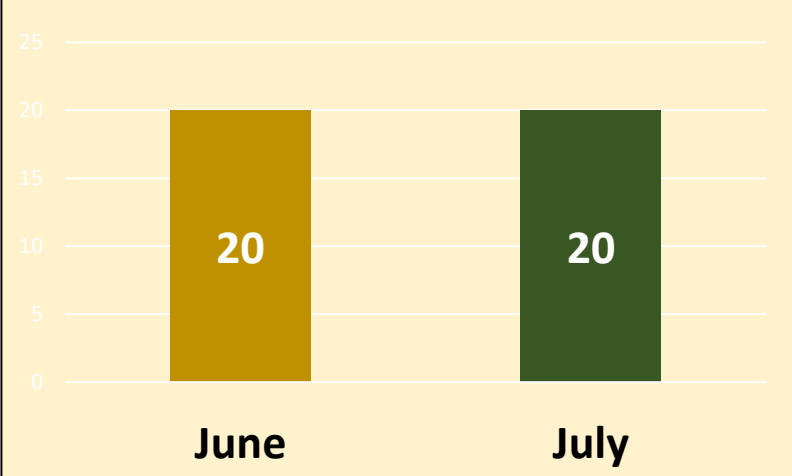
### Citation Type Table

ALC	Alcohol Violation
ANI	Animal Violation
DRU	Drug Violation
OTH	Other Violation
TRA	Traffic Violation

### Traffic Accidents CFS



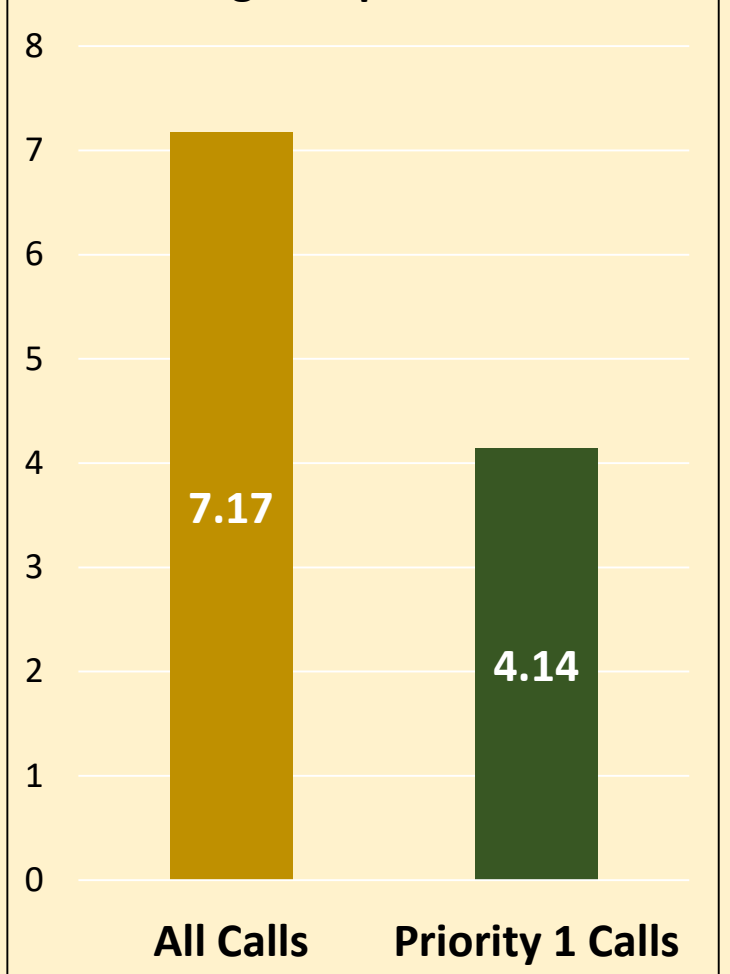
### Mental Health CFS



### Top 10 Calls For Service

Type	Total
Animal Problem	162
Fire/Medical	114
Citizen Assist	71
Welfare Checks	39
Accidents	34
Alarms	28
DUI	19
Civil	17
Fireworks	17
VIN Inspections	15

### Average Response Times



B. Review Law Enforcement Services Contract

## 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.

4. **NEW BUSINESS**

- A. **ACTION ITEM** Approval of the 2026 Public Safety Commission Meeting Calendar

# 2026 CITY OF HAYDEN MEETING CALENDAR

### January

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### May

S	M	T	W	T	F	S
					1	2
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### September

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20	21	22	23	24	25	26
27	28	29	30			

### February

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15	16	17	18	19	20	21
22	23	24	25	26	27	28

### June

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### October

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18	19	20	21	22	23	24
25	26	27	28	29	30	31

### March

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29	30	31				

### July

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26	27	28	29	30	31	

### November

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22	23	24	25	26	27	28
29	30					

### April

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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### August

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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### December

S	M	T	W	T	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

#### Key to Calendar

<div style="background-color: #A0A0A0; width: 20px; height: 20px; margin-bottom: 5px;"></div> <p>City Council Meeting 5:00 pm</p>	<div style="background-color: #C00000; width: 20px; height: 20px; margin-bottom: 5px;"></div> <p>Planning &amp; Zoning Commission Meeting 5:30 pm</p>	<div style="background-color: #FFA500; width: 20px; height: 20px; margin-bottom: 5px;"></div> <p>Historic Preservation Commission Meeting 11:00 am</p>
<div style="background-color: #FFFF00; width: 20px; height: 20px; margin-bottom: 5px;"></div> <p>Arts Commission Meeting 3:00 pm</p>	<div style="background-color: #90EE90; width: 20px; height: 20px; margin-bottom: 5px;"></div> <p>Parks, Recreation &amp; Forestry Commission Meeting 4:00 pm</p>	<div style="background-color: #800080; width: 20px; height: 20px; margin-bottom: 5px;"></div> <p>Veterans Commission Meeting 4:00 pm</p>
<div style="background-color: #ADD8E6; width: 20px; height: 20px; margin-bottom: 5px;"></div> <p>Hayden City Hall Closed</p>	<div style="background-color: #0000FF; width: 20px; height: 20px; margin-bottom: 5px;"></div> <p>Public Safety Commission Meeting 1:00 pm</p>	

- B. **ACTION ITEM** Election of Chair and Vice-Chair
- C. **ACTION ITEM** Review the Request for Strategic Planning Proposal for Law Enforcement Services and Make Recommendations

# **Request for Proposal for Strategic Planning for Law Enforcement Services in Hayden, Idaho**

## **Background:**

The City has for many decades contracted law enforcement services to Kootenai County Sheriff's Office (KCSO). The amount paid to Kootenai County was not necessarily built off a true cost-for-service model, rather it was based on what was paid in the previous fiscal year with increases as requested by the KCSO. In 2022 the City put to the voters a base budget increase to fund additional dedicated deputies due to many factors, but growth of population and officer safety be two prominent reasons.

According to ballot language the levy rate increase was to fund 6 additional officers which would increase the dedicated officers from four to ten. That amount passed and in 2023 the city increased its commitment to the County from \$373,354.00 to \$917,197.00, or a difference of \$543,843.00. As the current contract illustrates, the dedicated deputies included 7 patrol deputies, an SRO, a Detective and a Rover position. Additionally, the city purchased two police vehicles at \$80,000 per vehicle.

During the FY24 budget process the city increased the cost of labor an additional \$36,803, making the labor portion to the KCSO \$954,000.00 and provided the cost of two additional vehicles at \$95,000 a vehicle, for a total of 4 vehicles purchased over the two-year period. The County agreed to this and signed the contract for another 12 months of service.

During the FY25 budget building process, the city proposed to the County an increase of \$90,000 to bring the new labor budget to \$1,044,000 and requested a new Lieutenant position as part of the terms of the contract. The SRO position was not going to be renewed because the school district opted to pay for the SRO position directly with the KCSO and not through the city. The city sought to augment the SRO position with a command staff level position who would act as a police chief for the city.

Based on the City request, the County opted to move away from the current financial model and presented a truer cost-for-service model. This move took the current, \$954,000 contract to an estimated \$1.8 million for the same level of service (ten deputies). This action has prompted the City Council to evaluate the feasibility of standing up its own department in comparison to staying with the Sheriff's Department.

## **Scope of Service:**

The City is seeking proposals from a qualified company or firm that can assist the city in making the decision whether to maintain the current contract with KCSO or to consider

other options such as starting up its own Police Department (PD). The consultant shall demonstrate that they are capable of providing a plan that is centered on metric-based and pragmatic decision making that will aid the City Council in determining the best solution for the City and its citizens.

The proposal should include community engagement plan that gives the city leadership and the consultant better understanding of the citizens' desired public safety levels and expectations so that City leadership can address it with its decision-making process. Citizen engagement can include community surveys, listening sessions, interviews, community open houses and more. A successful consultant will be able to demonstrate through past experiences and skill sets of the team that they are able to complete this task as part of the project.

At the conclusion of the contract, the City expects the Consultant to provide summary report of the findings of community engagement, interviews and recommendations by the consultant regarding the tasks of this proposal.

Depending on direction of City Council, the City expects to use information gained from this activity to educate the public about any base levy rate increases that may be required in the future.

**At a minimum the city is seeking the consultant to evaluate the following:**

1. Public Survey that explores resident views on public safety in the following ways:
  - a. Desires of residents in relation to public safety
  - b. Desires of residents in L.E. services and expectations of the County Sheriff's office
  - c. Any other area deemed important by the Public Safety Commission and/or City Council.
2. Using metrics and analytical data sourced from KCSO the consultant would provide recommendations for minimum number of sworn officers both in a patrol function and as investigative follow-up detectives as well as support staffing needed to address the following within the City of Hayden:
  - a. Calls for Service in the past 3 years
  - b. Adequate response times as set forth by the City Public Safety Commission
  - c. Maintaining a 24-hour coverage
  - d. Recommendations for staffing adequate management of the department (ie. Recommended organizational chart based off staffing recommendations).
  - e. Officer safety and adequate work-life balance
3. Cost of Service comparison between KCSO and the City's own Police Department.

4. Salary recommendations for the recommended positions based on regional compensation to create a competitive compensation plan
5. Initial Capital outlays for standing up a city department to include facility needs and estimated square footage as well as total rolling stock.
6. Annual estimations for funding Operations, Maintenance and capital replacement to include annual increases for information technology services through third party vendors.
7. Any other item determined to be important by the City, the consultant and/or the Public Safety Commission.

5. **REPORTS**
6. **AGENDA ITEMS FOR UPCOMING MEETINGS**
7. **ADJOURNMENT *ACTION ITEM***