

**JOINT POWERS AGREEMENT BETWEEN KOOTENAI COUNTY AND THE CITY
OF HAYDEN LAKE RELATING TO LAW ENFORCEMENT SERVICES**

THIS JOINT POWERS AGREEMENT (“Agreement”) made and entered into this 14th day of October, 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’s Office** (“KCSO”) and the **City of Hayden Lake**, Idaho, a municipal corporation of the State of Idaho (“City”).

WITNESSETH

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

WHEREAS, the KCSO 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 KCSO for the performance of the hereinafter described law enforcement duties, services, and functions within its boundaries by the KCSO.

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

1. Law Enforcement Services. The KCSO 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 Kootenai County for the services provided at the rate and cost described in Exhibit A.

b. Billing. KCSO 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 Kootenai 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 Kootenai 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 KCSO 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 KCSO. Allegations of misconduct shall be investigated in accordance with KCSO protocol.
- b. Status of Employees. All persons rendering service hereunder shall be for all purposes employees of the KCSO.
- c. Liabilities. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the KCSO hereunder shall be that of the KCSO.
- d. Provision of Personnel. The KCSO shall furnish all personnel and such resources and material deemed by the KCSO as necessary to provide the

level of law enforcement service herein described. Ownership of vehicles and equipment purchased by the KCSO shall be retained by the KCSO.

1.4 City Responsibilities. In support of the KCSO providing the services described herein, the City promises the following.

- a. Municipal Police Authority. The City promises to confer municipal police authority on such KCSO 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, 2024, and unless otherwise terminated, shall continue in effect until September 30, 2026. This Agreement may be renewed upon the mutual written consent of the parties.

1.6 Termination Process. Each party may initiate a process to terminate this Agreement 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 KCSO 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 KCSO. 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 KCSO may charge an interest rate within two percentage points of the interest rate on the monthly KCSO investment earnings. In addition, in the event the City fails to make a monthly payment within one hundred twenty (120) days of billing, the KCSO may terminate this Agreement.

1.7 Indemnification and Insurance.

- a. City to Hold Kootenai County Harmless. Kootenai 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 all of 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. Kootenai County to Hold City Harmless. Kootenai 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 KCSO 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 KCSO, 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 and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the KCSO 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 KCSO Law Enforcement Chief for the City 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 Chief of Law Enforcement Services, to the Kootenai County Sheriff. The Sheriff and 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.

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IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Hayden Lake

By: 
Lee Zink, Mayor

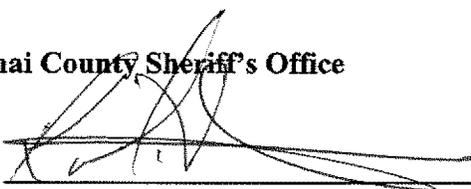
City of Hayden Lake Police Department

By: 
Jason Wiedebush, Police Chief

ATTEST:


City Clerk

Kootenai County Sheriff's Office

By: 
Robert Norris, Sheriff

Board of Kootenai County Commissioners

By: _____
Bruce Mattare, Chair

By: _____
Leslie Duncan, Commissioner

By: _____
Marc Eberlein, Commissioner

ATTEST:

Jennifer Locke, Kootenai County Clerk

EXHIBIT A

Law enforcement services to be provided by the KCSO to the City and rate of compensation:

1. When the City has no Chief Law Enforcement Officer on duty, KCSO shall handle all Priority 1 calls. Lower priority calls and animal control calls may also be handled by KCSO at the sole discretion of KCSO, considering the severity of the crime, the imminent need for protection of persons or property or the imminent need for law enforcement intervention, at the hourly rate of pay for each staff member assigned as set forth in the Schedule below. The City is solely responsible for the cost of all animal sheltering and shall keep and maintain a contract with Companions Animal Center.
2. KCSO shall be the lead investigative agency for critical incidents, including but not limited to murder, felony sex offenses where specialized interview and investigation is required, at the sole discretion of KCSO, and fatal vehicular collisions, at the hourly rate of pay for each staff member assigned as set forth in the Schedule below.
3. The City may request special services for city events at the hourly rate of pay for each staff member assigned as set forth in the Schedule below. The reimbursement shall be calculated at the deputy's overtime rate of pay, plus the costs of associated benefits. The parties agree that the County will calculate the hours of service provided by the County and provide the City of Hayden Lake with a billing reflecting the amount owed for the preceding event or Incident.
4. KCSO shall allow and provide for the processing and storage of all the City's law enforcement evidence at the rate of \$46.00 per case submitted to KCSO. All evidence shall be processed following KCSO policy and booking procedures.
5. The Schedule of hourly rates of pay are as follows:

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|--------------------|---------|
| Deputy | \$59.73 |
| Deputy Overtime | \$89.60 |
| Detective | \$66.28 |
| Detective Overtime | \$99.42 |