

**INTERAGENCY COOPERATIVE AGREEMENT FOR EXTRA-DUTY OFFICER
ASSIGNMENT**

THIS INTERAGENCY COOPERATIVE AGREEMENT FOR EXTRA-DUTY OFFICER ASSIGNMENT (“Agreement”), is made and entered into this _____ day of _____, 2026 by and between the ADA COUNTY HIGHWAY DISTRICT (“ACHD”) and the CITY OF MERIDIAN (“CITY”).

RECITALS:

WHEREAS, pursuant to Idaho Code § 50-209, CITY operates a police department (“MPD”) with the power and duty to enforce the laws of the State of Idaho or the CITY, in the same manner as the sheriff; including, but to limited to, the duty to regulate traffic on all highways and roads within its jurisdiction pursuant to Idaho Code § 31-2202(13); and

WHEREAS, ACHD is a single countywide highway district located in the county of Ada organized and existing by virtue of Title 40 Chapter 14, Idaho Code and has jurisdiction and responsibility for all public highways and public rights-of-way within Ada County, Idaho except for state highways and freeways and has all powers necessary and incidental to the statutory powers granted to it under Title 40, Idaho Code; and

WHEREAS, ACHD desires to enlist the aid of MPD with the assignment of an Extra-Duty Offer to perform traffic control in connection with ACHD’s Chip Seal Operations on public highways and public rights-of-way within the CITY; and

WHEREAS, ACHD and CITY desire to enter into this Agreement pursuant to the authority set forth in Idaho Code § 67-2332.

NOW THEREFORE, in consideration of the Recitals set forth above, which constitute a substantive and binding component of this Agreement, and the mutual covenants, promises, agreements, representations and warranties contained herein and hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby unconditionally acknowledged, the Parties do hereby covenant, promise, agree, represent and warrant as follows:

1. **INCORPORATION OF RECITALS:** That the above-recitals are contractual and binding and are incorporated herein as if set forth in full.
2. **DEFINITIONS:** For purposes of this Agreement, the following words contained herein shall be defined and interpreted as herein provided:
 - a. **“ACHD”:** Means and refers to the Ada County Highway District, a body politic and corporate of the state of Idaho whose address is 3775 Adams Street, Garden City, Idaho 83714-6499, and any of its employees, agents, commissioners, and attorneys.

- b. **“CITY”**: Means and refers to the City of Meridian, a body politic and corporate of the state of Idaho whose address is 33 E. Broadway Avenue, Suite 300, Meridian, Idaho 83642, and any of its employees, agents, commissioners, and attorneys.
- c. **“MPD”**: Means and refers to the Meridian Police Department, a department of CITY pursuant to Idaho Code § 50-209, and having its operations located at 1401 E. Watertower Avenue, Meridian, Idaho 83642, and any of its employees, agents, and attorneys.
- d. **“EXTRA-DUTY OFFICER”**: Means and refers to an on-duty law enforcement officer employed by the CITY and the MPD assigned or ordered by his or her commanding officer to provide law enforcement related services for ACHD pursuant to MPD Policy No. 1038 (attached hereto as Exhibit “A”).

3. ACHD:

- a. Acknowledges to have read and understands MPD Policy No. 1038 regarding hiring Extra-Duty Officers for Extra-Duty Assignments and does hereby agree to comply in every respect with the requirements thereof.
- b. Shall be responsible for all costs incurred by CITY in providing Extra-Duty Officers for Extra-Duty Assignments to perform traffic control in connection with ACHD’s Chip Seal Operations on public highways and public rights-of-way within the CITY. ACHD shall remit payment within 30 days of receipt of any statement of CITY’s costs incurred pursuant to this Agreement.
- c. Beginning two (2) weeks prior to initiation of Chip Seal Operations on public highways and public rights-of-way within the CITY and each week thereafter, ACHD shall provide MPD a weekly schedule of ACHD’s Chip Seal Operations on public highways and public rights-of-way within the CITY and during the course of Chip Seal Operations, ACHD shall update MPD not later than 3:00pm daily regarding the status of Chip Seal Operations on public highways and public rights-of-way within the CITY in order to ensure appropriate assignment of Extra-Duty Officers for the following day’s Chip Seal Operations.
- d. ACHD’s Chip Seal Operations on public highways and public rights-of-way within the CITY shall be performed in compliance with all applicable ACHD policies and ordinances and in compliance with applicable state and federal laws.
- e. Provide MPD with notification when ACHD’s Chip Seal Operations on public highways and public rights-of-way within the CITY have concluded.
- f. To the extent allowed by law, ACHD shall indemnify, save and hold harmless, and defend CITY from the expenses of and against any and all suits, actions, claims, and/or, losses of every kind, nature, and description, including costs,

expenses, and attorney fees that may be incurred by reason of any act, omission, neglect, or misconduct of ACHD, its personnel, employees, agents, contractors or subcontractors in the activities described in this Agreement.

4. CITY:

- a. Shall, pursuant to MPD Policy No. 1038 and subject to staffing or lack of volunteers as determined by MPD's commanding officers, provide at least one (1) Extra-Duty Officer per day for Extra-Duty Assignment to perform traffic control in connection with ACHD's Chip Seal Operations on public highways and public rights-of-way within the CITY. Such traffic control shall be performed in compliance with all applicable CITY and MPD policies and ordinances and in compliance with applicable state and federal laws.
- b. Upon receipt of notification by ACHD that Chip Seal Operations on public highways and public rights-of-way within the CITY have concluded, CITY shall prepare and provide to ACHD a statement itemizing all costs incurred by CITY in providing Extra-Duty Officers for Extra-Duty Assignments to perform traffic control in connection with ACHD's Chip Seal Operations pursuant to this Agreement.
- c. To the extent allowed by law, CITY shall indemnify, save and hold harmless, and defend ACHD from the expenses of and against any and all suits, actions, claims, and/or, losses of every kind, nature, and description, including costs, expenses, and attorney fees that may be incurred by reason of any act, omission, neglect, or misconduct of CITY, its personnel, employees, or agents, in the activities described in this Agreement.

5. MODIFICATION: ACHD and CITY reserve the right to alter, amend, or modify the terms and conditions of this Agreement upon written agreement of the ACHD Board of Commissioners and the Meridian City Council to such alteration, amendment, or modification.

6. TERMINATION: The following are grounds for termination of this Agreement:

- a. Failure to fulfill the terms of this Agreement;
- b. Failure to comply with any applicable policy, ordinance, state or federal law policy concerning the activities described in this Agreement;
- c. Any other action or activity that may result in imperiling public safety;
- d. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

7. TERM OF AGREEMENT: This Agreement shall begin upon full execution by the parties and shall conclude upon CITY's acceptance of payment by ACHD as provided in Section 3.b..

8. **ASSIGNMENT:** This Agreement may not be assigned or transferred.
9. **ATTORNEYS' FEES:** Should either party find it necessary to employ an attorney for representation in any action seeking enforcement of any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, or to resolve any disagreement in interpretation of this Agreement, the unsuccessful party in any final judgment entered therein agrees to reimburse the prevailing party for all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred by the prevailing party in connection therewith and in connection with any appeal, and the same may be included in such judgment.
10. **NOTICES:** Any and all notices given by either of the parties shall be in writing and deemed delivered when either: (i) delivered personally, or (ii) sent by fax to the other party at the fax telephone number set forth, or (iii) deposited in the United States mail, certified, return receipt requested, postage prepaid, addressed to the other party at the address set forth, or such other fax telephone number or mailing address as may be provided by written notice of such change given to the other in the same manner as above provided.

For ACHD: Ada County Highway District
5800 N. Meeker Avenue
Boise, ID 83713
Attn: Lloyd Carnegie, Maintenance Manager
Fax Number: (208) 345-7650

For MPD: Meridian Police Department
1401 E. Watertower Avenue
Meridian, Idaho 83642
Attn: Shawn Harper, Police Lieutenant
Fax Number: (208) 846-7366

For CITY: City of Meridian
33 E. Broadway Avenue, Suite 300
Meridian, Idaho 83642
Attn: Amie Rose, Finance
Fax Number: (208) 887-4813

11. **GOVERNING LAW/VENUE:** This Agreement was prepared, negotiated, and delivered in the State of Idaho. In the event of any dispute concerning or arising out of this Agreement, the laws of the State of Idaho shall govern and control the construction and enforcement of this Agreement. Venue for any action regarding this Agreement shall lie in Ada County, State of Idaho.
12. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the Parties' respective heirs, successors, assigns and personal representatives.

13. **COUNTERPARTS:** This Agreement may be executed in two counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.
14. **RECORDING:** Neither party shall record this Agreement.
15. **EFFECTIVE DATE:** This Agreement shall become effective on the date it has been signed by both parties.
16. **INVALID PROVISION:** If any provision of this Agreement is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.
17. **FINAL AGREEMENT:** This Agreement sets forth all promises, inducements, agreements, conditions and understandings between ACHD and CITY relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between ACHD and CITY, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns.
18. **CAPTIONS:** The captions contained in this Agreement were inserted for the convenience of reference only. They do not in any manner define, limit, or describe the provisions of this Agreement or the intentions of the Parties.
19. **NO PARTY DEEMED DRAFTER:** All provisions of this Agreement have been negotiated by ACHD and CITY at "arms length." All parties agree that no Party shall be deemed to be the drafter of this Agreement and further, in the event that this Agreement shall ever be construed by a court of law, such court shall not construe this Agreement, or any provision of this Agreement, against either Party as the drafter of the Agreement.

[Remainder of this page intentionally left blank]

ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the Parties have herein executed this Agreement and made it effective as hereinabove provided.

ADA COUNTY HIGHWAY DISTRICT

By:  _____
Miranda Gold, President

ATTEST:

By:  _____
Ryan Head, Director

CITY OF MERIDIAN

By _____
Robert Simison, Mayor

ATTEST:

By _____
Chris Johnson, City Clerk

Hiring of On-Duty Officers by Private Parties

1038.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines to govern the hire of on-duty Meridian Police Department officers by private parties.

The policy of the Meridian Police Department is to allow private parties to hire on-duty Meridian officers for a fee paid to the City of Meridian, where such hire is appropriate; meets the criteria established in this policy; and protects the welfare, accountability, and efficient operation of the Meridian Police Department, Meridian Police officers, the City of Meridian, and the community.

1038.2 DEFINITIONS

Extra-Duty Customer: Any person or entity that hires, by payment to the City of Meridian of the appropriate fee(s) established by fee schedule, an on-duty officer employed by the Meridian Police Department to provide a Law-Enforcement Related Service. Such an Extra-Duty Customer may be a public, private, commercial, for-profit, or non-profit person or entity.

Extra-Duty Assignment: The provision of Law-Enforcement Related Service by an officer employed by the Meridian Police Department to an Extra-Duty Customer.

Law Enforcement-Related Service: Service(s) provided to an Extra-Duty Customer by an on-duty officer employed by the Meridian Police Department pursuant to such officer's assignment or order by his or her commanding officer, requiring the actual or potential use of law enforcement powers or skills, such as traffic control, crowd control, or security; or guarding, patrolling, or protection of persons and/or property.

1038.3 RELATED PROCEDURES

[Meridian PD Procedures Manual: 1038.1 HIRING OF ON-DUTY OFFICERS BY PRIVATE PARTIES PROCEDURES](#)