



**INTERAGENCY MUTUAL AID
AND MEMORANDUM OF AGREEMENT FOR PEACE OFFICER TRAINING
BETWEEN CITY OF MERIDIAN AND CITY OF NAMPA**

This INTERAGENCY MUTUAL AID AND MEMORANDUM OF AGREEMENT FOR PEACE OFFICER TRAINING BETWEEN CITY OF MERIDIAN AND CITY OF NAMPA ("Agreement") is made **this**__ day of _____,2021 by and between the City of Meridian and the City of Nampa (collectively, "Parties").

WHEREAS, the Parties have established and operate respective police departments as provided by Idaho Code Section 50-209 and, pursuant to Idaho Code sections 50-301, 67-2326, 67-2328(6), 67-2337(4) are authorized to enter into this agreement; and

WHEREAS, the Parties hereto are mutually interested in encouraging and supporting joint training for prospective officer candidates, and recognize that through cooperation, public resources can be leveraged to eliminate duplication of efforts, realize economies of scale, standardize processes and requirements, and strengthen public safety on a region wide basis; and

WHEREAS, the Parties desire to be able to voluntarily assist each other, when needed, by the exchange of law enforcement services and facilities, in order to realize the most efficient use of their respective powers, cooperate to their mutual advantage, and provide mutual aid in a manner that will best accord with geographic, economic, population, and other factors related to the needs and development of the respective Parties;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein and the recitals set forth which are a material part of the Agreement, the Parties agree as follows:

I. DEFINITIONS.

- A. Police Chief:** The department head and/or his/her duly authorized representative, having primary peace officer jurisdiction within the territory.
- B. Officer:** Any sworn peace officer employed by a party.
- C. Trainee:** An employee of either party hired provisionally pending training, certification, and swearing in as a peace officer.
- D. Trainer:** An officer employed by a Party assigned and duly qualified to provide peace officer training to Trainees.
- E. Requesting Party:** The party requesting or accepting law enforcement services or assistance pursuant to this Agreement.
- F. Assisting Party:** The party providing law enforcement services or assistance pursuant to this Agreement.

- G. Assistance or Aid:** Provision of law enforcement services and duties, including the prevention, investigation and detection of crime, and the enforcement of penal, traffic, or highway laws.

II. PURPOSE AND SCOPE OF AGREEMENT.

- A. Mutual aid.** This Agreement establishes the terms and conditions under which the Parties undertake cooperative law enforcement operations through mutual assistance within each party's respective jurisdiction. The duty of each party to provide assistance to the other is discretionary, but each party agrees that it will provide such assistance to the extent that it determines that it has sufficient equipment and personnel to provide the requested assistance. Each party agrees that the purpose of this Agreement is not to provide usual law enforcement duties for the other, and that it has no right to demand assistance of the other party.
- B. Cooperative training.** This Agreement establishes the terms and conditions under which the Parties cooperate to provide officer training to Trainees employed by either or both Parties.

III. ADMINISTRATION OF AGREEMENT.

- A. Working Group.** This Agreement shall be administered by a working group comprised of the Nampa Police Chief or designee, the Meridian Police Chief or designee, a Trainer employed by the Nampa Police Department, and a Trainer employed by the Meridian Police Department. The Working Group shall meet at least annually and at any other time subject to the call of any member thereof.
- B. Day-to-day operations.** The day-to-day business and affairs of this Agreement shall be administered, as herein provided, by the Working Group.
- C. Expenditure of funds.** Any expenditure of funds in the furtherance of the objectives set forth in this Agreement shall require prior approval by each Party's respective governing board.

IV. EXTRATERRITORIAL EXTENSION OF PEACE OFFICER AUTHORITY.

- A. Consent.** The respective Police Chiefs of the Parties severally consent that the authority as a peace officer of the officers of each Party is hereby extended into the jurisdiction or territory of the other Party, where requested by the Police Chief or other officer upon recognition of a situation or circumstance within the jurisdiction or territory of a Party which requires law enforcement action or other emergency action.
- B. Prior request for assistance.** Requests for assistance involving major occurrences which may require a large number of officers, resources, or a considerable investment of time shall be made pursuant to the assisting agency's relevant departmental policies. Commanding officers or designees may mutually establish pre-incident plans indicating

the type and locations of potential areas where mutual assistance may be needed.

- C. Immediate request for or provision of assistance.** Requests for immediate or emergency assistance may be made by an officer of either Party.
- D. Voluntary provision of assistance.** An officer of either Party may provide voluntary assistance or voluntarily initiate a law enforcement action in the jurisdiction of the other Party, subject to the provisions of this agreement.
- E. Joint law enforcement operations.** Any joint law enforcement operations utilizing the facilities, equipment, or personnel of the Parties shall be deemed within the purview of this Agreement and be subject to all provisions hereof unless otherwise provided for by separate written Agreement.
- F. Report provision of assistance.** Pursuant to Idaho Code section 67-2337(5), the Party whose officer is providing assistance, whether pursuant to an immediate request for or voluntary provision of assistance shall report, as soon as safety allows, to the requesting law enforcement agency.
- G. Liability.** Pursuant to Idaho Code section 67-2337(4), the Party whose officer is providing aid shall be responsible for any liability arising from the acts of its employees participating in such compact. Each Party shall assume complete liability for damages, claims, expenses, or injuries attributable to the conduct of its officers.
- H. Aid voluntary.** In all instances of assistance, whether requested or voluntary, the assisting party may render such assistance as it can provide in consideration of its own law enforcement needs at the time, and may at any time and in its sole discretion withdraw such assistance when the officer or resources are needed in their own jurisdiction.
- I. Territorial limits.** All assistance rendered under this Agreement shall be within Ada County and Canyon County.
- J. Control and responsibility.** Officers of the requesting party shall be primarily responsible for making and processing arrests, impounding property, and/or safeguarding lives or property within the territorial boundaries of its jurisdiction. When an assisting officer, while in the requesting party's jurisdiction, takes a person or property into custody, such officer shall relinquish custody of said person or property at the earliest convenience to an officer of the requesting party for disposition in accordance with the laws and policies of the requesting party's jurisdiction.
- K. Subpoenas; prosecution.** Officers of the assisting party who are subpoenaed to court as a result of providing assistance shall honor and comply with such subpoenas. Officers of the assisting party shall cooperate and participate in the prosecution of any cases which arise from such assistance. Each Party shall bear all costs and pay

all compensation associated with their officers in answering subpoenas or making court appearances. This provision shall survive termination of this Agreement.

L. Standard of conduct. Officers providing assistance under this Agreement shall meet the standards of conduct set forth in its employing agency's policies and in Idaho law.

M. Compensation. No compensation shall be due for services rendered or equipment furnished under this Agreement. Each party agrees to be responsible for the payment of compensation and benefits for its officers who provide mutual assistance under this Agreement. Each party shall budget for expected expenses under this Agreement. Officers of the assisting party shall not be considered employees of the requesting party; each party shall be responsible for all wages, benefits, insurance, and worker's compensation for its respective officers.

N. Jurisdiction; authority. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of either Party other than as set forth herein. All law enforcement powers; all privileges and immunities from liability; all exemptions from law, ordinances, and rules; all disability, worker's compensation, and other benefits inuring to officers, agents, or employees in the performance of their respective functions within their respective territorial limits shall apply to officers to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

V. PROVISION OF EQUIPMENT.

A. Shared use. In rendering mutual assistance, each party's officers shall be responsible for the provision and maintenance of their own equipment, materials, and supplies, except in cases of emergency, where it appears to the officers involved that the sharing or use of equipment owned by the other Party is necessary or proper.

B. Damage. Each party shall bear the costs for any damage done to equipment it owns, regardless of the locus of such use, except that if a Party requests the use of the other Party's equipment without the involvement of officers from the Assisting Party in the deployment and/or use of the equipment, the requesting party shall be responsible for any and all damage to the equipment.

VI. TRAINING ACADEMY. The Parties agree to work together to jointly establish and operate a basic patrol training academy for Trainees, canine patrol academy for officers, and other academies deemed expedient by the Working Group ("Academy"). Each and all Academies shall occur pursuant to the following conditions:

A. Trainers appointed. Each Party shall provide Trainers to teach the Academy.

B. Trainer certification. All Trainers shall be duly certified by Idaho Peace Officer Standards and Training ("POST") to provide the training.

- C. Academy curriculum.** The curriculum used in the Academy shall be as established or approved by the POST Council.
- D. Certification standards.** In order to receive a certificate of graduation, Trainees or Officers must successfully complete all training and testing.
- E. Scheduling; supplies.** The Working Group shall collaborate to establish the dates, times, locations, rules and regulations, and order of curriculum presented **in** the Academy; to determine what materials and supplies are needed; and to allocate the costs of same between the Parties. Each Party shall be responsible for communicating information and expectations about the Academy to its respective Trainees or Officers enrolled in the Academy.
- F. Rules and regulations.** Officers, Trainers, and Trainees shall comply with the written rules and regulations duly reviewed and adopted by the Working Group, a copy of which shall be provided to all participants.
- G. Trainees.** It is the responsibility of each Party to:
1. Provide adequate physical and mental screening and preparation of its Officers and Trainees, if necessary for participation in Academy training and activities.
 2. Provide for the payment and provision of wages, benefits, and workers' compensation coverage for its Officers and Trainees.
 3. Bear the risk of any loss or damage to its facilities or equipment, or injury to its Officers or Trainees occurring as a result of the performance of any activity pursuant to this Agreement, unless such loss or damage is attributable to the tortious conduct of another party.
 4. Provide adequate training and/or certification and/or licensure of its Officers and/or Trainees if required as a condition of providing or participating in Academy training and activities.
- H. Recruiting.** The Parties will not actively attempt to recruit Trainees employed by the other Party, and will not hire Trainees within eighteen (18) months of their completion of the basic Academy unless mutually agreed upon by both Parties.

VII. GENERAL TERMS.

- A. Termination.** This Agreement may be terminated upon thirty (30) days' written notice by either Party.
- B. Effective Date.** This Agreement shall become effective upon the date upon signature by both parties' respective governing boards.
- C. Hold harmless.** Each agency will hold harmless every other agency and, as applicable, its officers, directors, commissioners, managers, employees, contractors, agents, and representatives from and against any and all claims or actions for loss, injury, death,

costs, damages, liabilities, losses, costs or damages resulting from activities related to this Agreement.

D. Non-Appropriation. The Parties acknowledge and agree that the validity of this Agreement is based upon the availability of public funding under the authority of the Parties' respective statutory mandates.

E. Applicable law. This Agreement shall be governed by and construed in accordance with the statutes and constitution of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution.

F. Entire agreement. This Agreement contains the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

G. Approval required. This Agreement shall not become effective or binding until approved by the respective governing body of each party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below.

CITY OF MERIDIAN:

Dated this ___ day of _____ 2021.

By: _____
Robert E. Simison, Mayor


Tracy Basterrechea, Police Chief

Attest: _____
Chris Johnson, City Clerk

CITY OF NAMPA:

Dated this ___ day of _____ 2021.

By: _____
Debbie Kling, Mayor

Joe Huff, Police Chief

Attest: _____
Deborah Rosin, City Clerk