

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), made this _____ day of February, 2021, by and between the Boise Police Department, the Garden City Police Department, and the Meridian Police Department, is entered into for the purpose of granting authority to officers in each agency to exercise peace officer authority in the jurisdiction of the other agencies, commonly referred to as cross-deputization.

RECITALS

WHEREAS, the Boise Police Department, the Garden City Police Department, and the Meridian Police Department have previously entered into an agreement on August 12, 1998, June 4, 2002, and February 16, 2017, providing for cross-deputization of each agency's officers for mutual aid; and

WHEREAS, the Boise Police Department, the Garden City Police Department, and the Meridian Police Department agree that it is necessary and desirable to continue that agreement; and

WHEREAS, the Boise Police Department, the Garden City Police Department, and the Meridian Police Department agree that the previous agreement should be updated to reflect current policies and to ensure that it continues to benefit the citizens of the involved communities.

NOW THEREFORE, in consideration of the mutual terms and conditions and the recitals set forth above, the Boise Police Department, the Garden City Police Department, and the Meridian Police Department understand as follows:

UNDERSTANDING

I.

CONDITIONS OF AUTHORIZATION

It is intended that in situations where police action is necessary or should otherwise be taken, each agency is authorized to respond and take appropriate police action within the jurisdiction of the others.

It is agreed that police officers of the Boise Police Department, Garden City Police Department, and the Meridian Police Department be granted lawful authority to exercise the powers of police officers within the jurisdictions of the others.

All POST-certified ~~full-time~~ paid employees of the Garden City Police Department and the Meridian Police Department are hereby appointed and deputized by the Boise Police Chief as Special Police inside the City of Boise, with full jurisdiction within Boise city limits. This appointment is pursuant to Boise City Code § 1-10A-3.

All POST-certified ~~full-time~~ paid employees of the Boise Police Department and the Meridian Police Department are hereby appointed and deputized by the Garden City Police Chief as Special Police inside the City of Garden City, with full jurisdiction within the city limits of Garden City. This appointment is pursuant Garden City Code § 1-8-3.C.

All POST-certified ~~full-time~~ paid employees of the Boise Police Department and the Garden City Police Department are hereby appointed and deputized by the Meridian City Police Chief as Special Police inside the City of Meridian, with full jurisdiction within the Meridian city limits. This appointment is pursuant Meridian City Code § 6-1-7.

With the exception of cases involving the Critical Incident Task Force (CITF) the criminal investigative unit of each agency shall have primary jurisdiction for follow-up investigation of crimes committed within the corporate limits of that agency's city. Each agency within this MOU may follow-up on crimes that originated within the corporate limits of their jurisdiction, even though such follow-up may include investigation within the corporate limits of any of the jurisdictions. If an investigation discloses any crime committed within the corporate limits of one of the other agencies, the officer leading the investigation will immediately notify the other agency's detective unit and cooperate with that other agency. Thereafter, the follow-up and investigation will be the responsibility of the agency that has primary jurisdiction.

II.

STANDARD OF CONDUCT

Each police officer shall maintain standards of professional conduct required by the officer's current departmental policies and procedures.

It shall be the sole duty and responsibility of an officer's employing agency to determine if there has been a breach of professional standards. Each agency shall have the responsibility to notify its officers of restrictions of jurisdiction or peace officer status due to a breach of professional standards, or other action that would limit peace officer authority for the officer.

Where an officer-involved shooting, a deadly force incident, or critical incident occurs involving one or more of the agencies involved, CITF shall be automatically activated and the CITF Agreement shall be subscribed to by all participating agencies.

III.

MEDIA RELEASES

As a general guideline, media information on all cases for which this MOU is controlling will be a shared task with the primary jurisdiction assuming a lead role. However, this guideline is not intended to limit any one of the agencies from describing or withholding information regarding their participation in the situation. Whenever possible, the participating agencies will consult with one another prior to all media releases on such cases.

IV.

LIABILITY

Assumption of liability shall be as prescribed by Idaho Code § 67-2337(4), as well as any other state or federal laws consistent with Idaho Code § 67-2337. The employing agency shall be responsible for, and assume any liability arising from, the acts of its employees participating in police actions regardless of which jurisdiction is the point of occurrence.

V.

AMENDMENT, DURATION, AND TERMINATION OF UNDERSTANDING

This MOU may be amended by agreement of all parties. This agreement shall remain in full force and effect until terminated upon thirty (30) days written notice by any party. Notice shall be by registered or certified mail, return receipt requested. The effective date of such notice shall be three (3) days after the date of posting with the United States Postal Service. Such notice shall be sent to the Chief of Police of each participating agency.

Entered in this _____ day of February, 2021, by the cities of Boise, Garden City, and Meridian, Idaho.

CITY OF BOISE

BOISE CITY POLICE DEPARTMENT

Lauren McLean
Mayor

Ryan Lee
Chief of Police

DATE: _____

DATE: _____

Attest: _____

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CITY OF GARDEN CITY

GARDEN CITY POLICE DEPARTMENT

John G. Evans
Mayor

Rick Allen
Chief of Police

DATE: _____

DATE: _____

Attest: _____

CITY OF MERIDIAN

MERIDIAN POLICE DEPARTMENT

Robert Simison
Mayor

Tracy Basterrechea
Chief of Police

DATE: _____

DATE: _____

Attest: _____