

JAIL BILLING AGREEMENT

This Jail Billing Agreement is entered into between the Meridian Police Department and the Ada County Sheriff's Office on the date upon which it is signed below.

RECITALS

WHEREAS, Idaho Code §50-302A provides that a city may use the county jail for confinement of those persons charged with or convicted of a violation of city ordinance, but is liable to the county for the cost of keeping such prisoners; and

WHEREAS, the Meridian Police Department (hereinafter MPD) and the Ada County Sheriff's Office (hereinafter ACSO) desire to enter a mutual agreement as to the cost of confinement for prisoners held on city ordinance violations; and

WHEREAS, MPD and ACSO desire to fully state the rights and responsibilities of each agency with regards to the cost of confining prisoners on city ordinance violations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Responsibilities of BPD:**

A. MPD will pay to ACSO the amount of **one-hundred dollars (\$100.00)** per day for each inmate incarcerated in the Ada County Jail on a charge of a violation of Meridian City Code, subject to being prorated if the inmate is also held on charges of state law violations or violations of county or other municipal codes.

B. For purposes of this agreement, an inmate day shall consist of a twenty-four hour period. Any time spent incarcerated for a period of time less than twenty-four hours shall be prorated on an hourly basis.

C. MPD shall not be responsible for the cost of incarceration if the inmate serves time in an alternative sentencing program in which the inmate has paid a fee for participation.

D. MPD shall not be responsible for payment of incarceration once an original charge of Meridian City Code violation is amended or dismissed, regardless of whether the inmate remains in custody on state or other charges.

E. MPD shall not be responsible for the payment of routine inmate medical care and medications prescribed under the ACSO formulary list.

F. Except in the event a delay in care could adversely affect an inmate's health or safety, ACSO shall give prior notification of the transfer to an off-site medical facility or the use of non-formulary medication. In those cases in which prior notification is not possible, notice shall be given as soon after the off-site transfer or the use of non-formulary medication as is practical.

G. Off-site medical attention or the use of non-formulary medications will be provided to inmates at the schedule determined by ASCO. If an inmate remains in custody at the scheduled appointment or dosing time, MPD shall be deemed to have given tacit acceptance of same and will reimburse ACSO the cost of off-site medical care, including security services, and non-formulary medications, for inmates incarcerated on Meridian City Code violations. Such expenses shall be prorated if the inmate is also held on state, county or other municipal code violations. Where immediate medical attention is required, MPD agrees to accept such costs and expenses, prorated if the inmate is also held on state, county or other municipal code violations.

H. The billing cycle for payment of the costs of incarceration for inmates on Meridian City Code violations shall be from the first day of each month to the last day of each month. MPD will pay each month's invoice on or before the 25th of the month or fourteen days after the receipt of the invoice, whichever is later.

I. The MPD Administrative Support Division Commander is the representative for MPD and should be notified in the instances referred to throughout this Agreement.

J. Indemnification. The MPD agrees to indemnify and hold the ACSO harmless from any and all liability, loss, damage or claims, of any description, which results from the negligence of the MPD and its employees, officers and/or agents that the ACSO may suffer arising out of or in connection with this Agreement.

2. Responsibilities of ACSO:

A. ACSO will prorate the per day cost of incarceration and any medical expenses in those instances in which an inmate is incarcerated on other matters in addition to the Meridian City Code violation(s).

B. ACSO will provide MPD prior notification of any medical care to an inmate, including the use of non-formulary medication and the use of security services for off-site treatment, before holding MPD responsible for payment of all or part of these expenses. When prior notification would jeopardize the health of the inmate, ACSO shall be responsible for providing such notification as soon as practical.

C. ACSO will provide MPD with a monthly invoice on or before the 10th of the month for the costs and expenses of the preceding month. Such invoice shall contain detailed information of each expense showing the date(s) it was incurred and the inmate involved.

D. Indemnification. The ACSO agrees to indemnify and hold the MPD harmless from any and all liability, loss, damage or claims, of any description, which results from the negligence of the ACSO and its employees, officers and/or agents that the MPD may suffer arising out of or in connection with this Agreement.

3. Term. This Agreement shall be in effect from **October 1, 2026 through September 30, 2027**. The Agreement may be reviewed, updated and renewed on an annual basis. Any modifications or extension of this Agreement shall be done in writing and signed by an authorized representative of each party.

4. Cancellation. Either party may cancel this Agreement on thirty (30) days prior written notice.

5. Notices. Notices required or contemplated under this Agreement shall be in writing and mailed or hand delivered to the respective parties at the following addresses, or such other addresses as the parties hereto may, by notice, designate in writing to each other:

Ada County Sheriff's Office:

Matthew Clifford
Ada County Sheriff
Ada County Sheriff's Office
7200 Barrister Drive
Boise, Idaho 83704
Phone: (208) 577-3303

Meridian Police Department:

Chief Tracy Basterrechea
Chief of Police
Meridian Police Department
1401 E. Watertower St.
Meridian, Idaho 83642
Phone: (208) 888-6678

FOR MERIDIAN POLICE

BY: Tracy Basterrechea
Tracy Basterrechea, Chief of Police

DATE: 8/31/26

CITY OF MERIDIAN:

ATTEST:

BY: _____
Robert E. Simison, Mayor

Chris Johnson, City Clerk

DATE: _____

ADA COUNTY SHERIFF'S OFFICE

By: Matthew Clifford
Matthew Clifford
Ada County Sheriff

DATE: 8/24/26