

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into on the date of the last signature, by and between the **ADA COUNTY SHERIFF’S OFFICE**, the **BOISE POLICE DEPARTMENT**, and the **GARDEN CITY POLICE DEPARTMENT** (“the Parties”);

**WHEREAS**, the Boise River Greenbelt System (“Greenbelt”) runs through the jurisdictions of unincorporated Ada County and the cities of Boise, Eagle, Star and Garden City, and is owned, operated, and/or maintained by the respective jurisdictions; and

**WHEREAS**, the cities of Boise, Star, Garden City and Eagle are all Idaho municipalities and Ada County is its own government entity; and

**WHEREAS**, the Boise Police Department (“Boise Police”) and the Garden City Police Department (“Garden City Police”) have statutory authority to enforce the laws of the State of Idaho and municipal code within the territorial limits of those two cities, regardless of county boundaries; and

**WHEREAS**, the Ada County Sheriff’s Office, acting in its capacity as the City of Eagle police (“Eagle Police”) and City of Star police (“Star Police”) has statutory authority to enforce the laws of the State of Idaho and municipal code within the territorial limits of those two cities, regardless of county boundaries; and

**WHEREAS**, the Ada County Sheriff has statutory authority to enforce the laws of the State of Idaho within the territorial limits of unincorporated Ada County; and

**WHEREAS**, it is the desire of the Parties to set forth a uniform set of parameters for use of the Greenbelt to ensure safety and fair use for all users; and

**WHEREAS**, the Parties, along with other government agencies, are responsible for the control, maintenance, and safety of the Greenbelt; and

**WHEREAS**, the Parties all have the statutory duty to provide law enforcement services within their respective jurisdictions; and

**WHEREAS**, there is a need for each member of this MOU to grant authority to every other member to enter their jurisdiction outside of the boundary to provide Greenbelt oriented law enforcement services should the need arise; and

**WHEREAS**, Idaho Code § 67-2337(4) grants political subdivisions the express authority to enter into mutual assistance compacts for extraterritorial authority of peace officers; and

**WHEREAS**, the Parties have a need to establish a cooperative working relationship for the provision of law enforcement services upon the Greenbelt;

**NOW, THEREFORE**, the Parties agree to the following provisions for providing law enforcement services to and on the Greenbelt:

## 1. PEACE OFFICER AUTHORITY

- a) ***Grant of Authority.*** The Parties hereby recognize the authority to all other Parties to enforce the laws within the territorial limits of the Greenbelt, as defined in Attachment A. To the extent it is necessary, pursuant to Idaho Code § 67-2337(4), the Parties specifically grant each other Party authority to enter their jurisdiction and provide law enforcement services on and within the Greenbelt. Pursuant to Idaho Code § 67-2337(4), the Parties acknowledge that each Parties' officers or deputies shall remain the employees of their respective agency, and that each agency as the employing agency shall be responsible for any liability arising from the acts of its employees while on the Greenbelt. The Parties similarly acknowledge that they do not have an obligation under Idaho Code § 67-2337(5) regarding notification of enforcement actions.
- b) ***Officer Liability.*** Pursuant to Idaho Code § 67-2337(4), the original, employing agency shall be responsible for any liability arising from the acts of its employees participating in this MOU. As such, any action filed against any agency related to the services provided pursuant to this MOU shall be defended by the appropriate office.
- c) ***Deputy Complaints.*** In the event a complaint is received by any agency involving a deputy or officer employed by another agency, the agency who received the complaint shall immediately forward such complaint to the deputy's or officer's employing agency in order to allow that agency to investigate the matter as would be required by the employing agency's policy and procedures.

## 2. PROSECUTION AND INVESTIGATION COOPERATION

- a) ***Greenbelt Ordinance or Code.*** As stated above, the purpose of this MOU is to provide more unified enforcement of the Greenbelt. To aid in the ease in this enforcement, the Parties agree to have some version of the ordinance/code found in Attachment A in their municipal code or county ordinance. Further, prior to each Party's version of the ordinance/code being amended, that Party shall inform each of the other Parties to ensure the desired uniformity is met.
- b) ***Prosecution Requests.*** The Parties agree to cooperate in maintaining open and direct communication with each other. Prosecution of Greenbelt infractions and misdemeanors shall be the responsibility of the jurisdiction where the violation occurred. The Parties may specifically request that another Party handle the violation to avoid conflicts. The Parties understand that they may receive requests for reports and investigation from the jurisdiction handling prosecution of the violation and agree to promptly respond to such requests.
- c) ***NIBRS.*** The Parties shall be responsible for performing their own National Incident Based Reporting System ("NIBRS") reporting in their respective jurisdiction. In the case of cross-jurisdictional actions, the arresting officer's Party may submit a NIBRS report upon written communication of such intent to the respective jurisdiction.

- d) ***Exigent Circumstances.*** Although relieved of any notification obligations pursuant to Idaho Code § 67-2337(5) as described above, all Parties will strive to advise dispatch and other agencies of any law enforcement action that may extend beyond the standard limits of their jurisdiction.

**3. MISCELLANEOUS PROVISIONS**

- a) ***Lawful Jurisdiction.*** Nothing in this MOU shall be construed as either limiting or extending the lawful jurisdiction of any Party hereto other than as allowed by applicable law. The Parties may review this MOU and any written procedures on an as-needed basis to evaluate the sufficiency of the procedures in addressing the needs of the Parties.
- b) ***Covenants.*** Each Party, its officers/deputies, agents and employees, shall not be deemed to have assumed any liability for the acts of any other Parties or any officers/deputies, agents or employees thereof, and all Parties hereby covenant and agree to hold and save each Party and all of its officers/deputies, agents and employees harmless from all claims whatsoever that might arise against any Party, its officers/deputies, agents or employees, by reasons of any acts or failures to act on the part of any Party, its officers/deputies, agents or employees.
- c) ***Amendment.*** No amendment, alteration or modification of this MOU shall be effective unless duly signed by the Parties.
- d) ***Non-Agents.*** No Party shall have the authority to act for or as an agent of the other Party.
- e) ***Governing Law.*** This MOU and its performance shall be construed in accordance with and governed by the laws of the State of Idaho, with venue for any action brought pursuant to this MOU to be in the Fourth Judicial District, State of Idaho.
- f) ***Severability.*** In the event that any provision or section of this MOU conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and shall remain in effect.
- g) ***Termination.*** This MOU will continue in full force and effect unless and until terminated by the Parties. Any Party may terminate its involvement with this MOU by providing thirty (30) days prior written notice to the other Parties.
- h) ***Third-Party Relationships.*** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.
- i) ***Liability.*** Nothing contained herein shall extend the liability of any Party beyond that provided by governing law.
- j) ***Effective Date.*** This MOU is effective on the date indicated above the last party to execute and deliver this MOU's signature line.

[Signatures on Next page]

**IN WITNESS WHEREOF**, the Parties have set their hands and subscribed their names, the day, month and year in this MOU as referenced above.

DATED this \_\_\_\_ day of \_\_\_\_\_, 202\_.

DATED this \_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Matthew Clifford  
Sheriff, Ada County Sheriff's Office

\_\_\_\_\_  
Jan Bennetts  
Ada County Prosecutor

DATED this \_\_\_\_ day of \_\_\_\_\_, 202\_.

DATED this \_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Ron Winegar  
Chief, Boise Police Department

\_\_\_\_\_  
Jayme Sullivan  
Boise City Attorney

DATED this \_\_\_\_ day of \_\_\_\_\_, 202\_.

DATED this \_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Travis Ruby  
Chief, Eagle Police Department

\_\_\_\_\_  
Victor Gallegos  
Eagle City Attorney

DATED this \_\_\_\_ day of \_\_\_\_\_, 202\_.

DATED this \_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Cory Stambaugh  
Chief, Garden City Police Department

\_\_\_\_\_  
Charles I. Wadams  
Garden City Attorney

DATED this \_\_\_\_ day of \_\_\_\_\_, 202\_.

DATED this \_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Zach Hessing  
Chief, Star Police Department

\_\_\_\_\_  
Chris Yorgason  
Star City Attorney

## ATTACHMENT A

**Control of Speed:** No person shall travel upon the Greenbelt at a speed greater than, or in a manner that is not, reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing. Violation of this provision is an infraction. However, if such travel also endangers or is likely to endanger any person or property, then violation is a misdemeanor.

**Greenbelt:** ~~An interconnected corridor of paved or improved non-motor vehicle pathways and public greenspace, largely adjacent to and following the Boise River, and so designated. For purposes of enforcement, “Greenbelt” as defined here includes the pathway and the area within 100 feet of the six thousand five hundred (6,500) cfs flow line of the Boise River; however, private property within 100 feet of the pathway is excluded.~~ Land within seventy feet (70') of the six thousand five hundred (6,500) cfs flow line of the Boise River which may be owned by the city [or county] or over which the city [or county] may have a right of possession or use and: (A) which is designated by the city council [or county commission] to be retained in perpetuity for public use for purposes compatible with aesthetic, wildlife, education and recreational values of the Boise River; (B) which will provide for unrestricted, noncommercial access to the river; and (C) which will be developed and used to minimize water pollution, provide continuity of the public parks system, and create a buffer where necessary between conflicting land uses.