

LAW ENFORCEMENT AGREEMENT AND FINANCIAL PLAN BETWEEN CUSTER COUNTY, THE CUSTER COUNTY SHERIFF'S OFFICE, AND THE CITY OF STANLEY, IDAHO

THIS AGREEMENT is made and entered into on this _____ day of _____, 2016, by and between Custer County, the Custer County Sheriff's Office (CCSO), and the City of Stanley, Idaho (the City) .

WHEREAS, the City and the CCSO believe that it is in their best interests and the best interests of the residents of the City to establish and maintain quality law enforcement services, and

WHEREAS, the City desires to contract with the County to provide law enforcement services described in this document within the corporate limits of the City, and

WHEREAS, the CCSO agrees to render such services and protection under the terms and conditions set forth herein, and

WHEREAS, this contract is authorized and provided for by the provisions of Idaho Code Sections 31-604, 50-301 and 302, 67-2328 and 67-2332.

NOW, THEREFORE, the parties hereto agree as follows:

1. **LAW ENFORCEMENT SERVICES:** The CCSO agrees to provide the City with the following law enforcement services:

- A. CCSO shall provide the necessary personnel together with their equipment, supplies and supervision, vehicles and equipment with maintenance, jail and communication facilities, records and record keeping, and such other items as are reasonably necessary to provide law enforcement protection within the corporate limits of the City.
- B. The CCSO shall recruit and employ a deputy in addition to the other deputy(s) currently assigned to the Stanley area. This additional deputy shall live within 15 miles of the city limits of Stanley in order to provide appropriate response times.
- C. CCSO shall provide law enforcement services for the City twenty-four (24) hours each day, including weekends.
- D. CCSO shall provide reactive patrols and investigations to enforce state and county law and City-adopted municipal ordinances under the Stanley Municipal Code (SMC).
- E. CCSO shall provide proactive patrols to prevent and deter criminal activity and to inform persons of possible violations of the SMC. Such patrols will include snowmobile trails within and in the vicinity of the City.
- F. CCSO shall provide traffic patrols to enforce applicable traffic codes.
- G. CCSO shall provide community crime prevention.
- H. CCSO shall attend trials or other hearings to secure convictions at the request of the PA or the City attorney.
- I. The CCSO acts as an independent contractor to the City under this agreement. All persons rendering service per this Agreement are employees of the CCSO. Control of personnel, standards of performance, discipline and all other aspects of performance are governed entirely by the CCSO. Allegations of misconduct shall be investigated in accordance with the protocols of the CCSO.
- J. The CCSO and not the City bear responsibility for all liabilities for salaries, wages, and other compensation, injury or sickness arising from performance

LAW ENFORCEMENT AGREEMENT AND FINANCIAL PLAN BETWEEN CUSTER COUNTY, THE CUSTER COUNTY SHERIFF'S OFFICE, AND THE CITY OF STANLEY, IDAHO

under this Agreement. The CCSO agrees to hold the City harmless against any such claims.

- K. The CCSO shall furnish all personnel, resources, and material it deems necessary to provide the City with the services described in this Agreement. It shall retain ownership of the equipment it purchases pursuant to the Agreement.
- L. The CCSO shall respond to requests by the City for specific information relating to dispatching and reporting. The CCSO, at its discretion and at the City's request, may provide investigative services for the City for civil matters (for example, personnel issues).
- M. The CCSO shall provide the City with monthly reports of criminal and infraction offenses to which the CCSO responded within the City limits.
- N. The CCSO, upon reasonable notice, attend Stanley City Council meetings at the request of the Mayor or the City Council.
- O. The CCSO will meet with the Mayor of Stanley as needed to be apprised of community concerns, potential SMC violations and provide feedback to Mayor regarding ongoing SMC related issues.

2. CITY RESPONSIBILITIES: The City agrees to support the CCSO law enforcement services provided for in the Agreement as follows:

- A. The City confers municipal police authority on the CCSO to enforce City ordinances within the City's jurisdiction.
- B. The City agrees to supply at its own cost any special supplies, stationary, notices, citations, forms, etc. when such must be issued in the City's name.
- C. The City and its officers, agents, and employees agree to give full cooperation and assistance to the CCSO to facilitate the performance of this agreement.
- D. The Mayor, as the liaison to administer this Agreement for the City, agrees to perform a quarterly review the performance of the CCSO and to keep the Stanley City Council informed of the results of such reviews and any problems that arise under this agreement.
- E. The Mayor and City Council will work with the CCSO to resolve any problems or with the Custer County Commissioners, as applicable.

3. GENERAL LIABILITY: The County and the CCSO agree to indemnify and hold the CITY harmless from any and all liability, loss, damage or claims, of any description, which results from the negligence of the CCSO or their employees, officers and/or agents that the City may suffer arising out of or in connection with this Agreement. The City agrees to indemnify and hold the County and the CCSO harmless from any and all liability, loss, damage or claims, of any description, which results from the negligence of the City and its employees, officers and/or agents that the County or the CCSO may suffer arising out of or in connection with this Agreement.

4. ADMINISTRATION: Each of the parties have designated an employee to be its administrator of this Agreement for the purpose of coordinating the efforts of employees of the City and the employees of the CCSO in requesting and performing the law enforcement protection. The City designates the Mayor as its administrator, the CCSO designate the Custer County Sheriff as its administrator. All communications between the parties with regard to this

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Agreement shall be made between these parties or their designee. The administrator of the City shall have the right to attend the governmental and organizational meetings of the CCSO, and the administrator of CCSO shall have the right to attend the governmental and organizational meetings of the City. Each party agrees to provide full cooperation and assistance to the other, to facilitate the performance of this Agreement.

5. FINANCIAL PLAN:

- A. As compensation for law enforcement services rendered by CCSO, the City, by way of the City Council, hereby agrees to pay to the CCSO the sum of \$50,000 per annum, to be made in quarterly payments of \$12,500 beginning October 1, 2015 and ending September 30, 2016. The actual amount for fiscal year 2016 (October 1, 2015-September 30, 2016) will be pro-rated for the remaining days in the fiscal year and the first quarter this contract is in effect. This amount is intended to cover salaries, normal-duty overtime, benefits and special payments (if any) for personnel providing services. It is also intended to cover any associated clothing allowances, supplies, utilities, systems services, insurance, equipment and associated administrative costs not otherwise provided for in the contract. The amount of this compensation may be modified or amended only by an agreement in writing.
- B. The City agrees to provide funds to the CCSO (under an addendum to this Agreement) to purchase a vehicle and other equipment required to initiate the law enforcement services covered by this Agreement. The CCSO agrees to pay for subsequent vehicle replacement through its motor pool, and for subsequent equipment purchase and replacement. The CCSO shall retain ownership of all equipment purchased under this agreement and the addendum to this agreement.
- C. The City may request special services for citywide events. The City agrees to pay, over and above the amount listed above, for actual overtime salary, special pay and benefit costs for these services.
- D. The City intends that the current Custer County property tax levy rate on properties located within the City limits of Stanley shall fund the standard 24-hour level of law enforcement services within the City that the CCSO provides to all residents of the county. This agreement provides funding for additional municipal law enforcement services normally provided by a city-employed police officer.
- E. All arrests made or citations issued for misdemeanors or infractions that occur within the City shall be deemed "City" arrests and/or citations for the purpose of prosecution. All resulting fines and/or forfeitures shall be paid to the City, pursuant to Idaho Code 19-4705 (1)(f).

6. TERM OF AGREEMENT: This Agreement shall be effective upon authorization and signature by all parties. It shall continue until September 30, 2016. The parties may extend the term of this Agreement by written agreement.

7. TERMINATION:

- A. **Notice of Termination:** If any party wishes to terminate this Agreement before the date it expires, that party must give 60 days written notice to the other party.
- B. **Transition Plan:** Within 30 days of receipt of the termination notice, the parties shall complete a mutually agreed-upon transition plan regarding the transfer of responsibility from the CCSO to the City. The purpose of the transition plan is to ensure no disruption of service to the community. Each party must bear its own costs in developing the transition plan.

LAW ENFORCEMENT AGREEMENT AND FINANCIAL PLAN BETWEEN CUSTER COUNTY, THE CUSTER COUNTY SHERIFF'S OFFICE, AND THE CITY OF STANLEY, IDAHO

C. Termination for Non-Payment: If the City fails to make a payment within 60 days of that payment's due date, the CCSO, as applicable, may charge interest as specified in the Idaho Code. If the City fails to make a payment within 120 days of that payment's due date, the CCSO, as applicable, may terminate this Agreement, and may make a claim as provided by Idaho law against the City.

8. **ENTIRE AGREEMENT/WAIVER OF DEFAULT**: The parties agree that this Agreement completely expresses all terms of their agreements. The parties exclude any oral or written representations that are not part of this written agreement. If a party waives or breaches one part of the Agreement, that is not deemed a waiver of other parts, nor does that waiver or breach modify this Agreement's terms.

- A. Modification: The parties may modify the Agreement only with the written consent of all parties.
- B. Severability: Should any part, clause, provision or condition of the Agreement be held to be void, invalid and/or inoperative, then the parties agree that such invalidity shall not affect any other clause, provision or condition. The remainder of this Agreement shall be effective as though such voided clause, provision or condition had not been contained herein. However, if such clause, provision or condition is found to materially alter the position of either party who is damaged thereby, that party has the option to terminate this Agreement as specified in part 8 (A) above.

IN WITNESS WHEREOF, the parties execute this Agreement.

CITY OF STANLEY

ATTEST

Herb Mumford, Mayor

Cari Tassano, City Clerk

CUSTER COUNTY BOARD OF COMMISSIONERS

ATTEST

By: _____
Wayne Butts, Chairman

Lura Baker, Custer County Clerk

By: _____
Doyle Lamb, Commissioner

By: _____
Lin Hintze, Commissioner

LAW ENFORCEMENT AGREEMENT AND FINANCIAL PLAN BETWEEN CUSTER COUNTY, THE CUSTER COUNTY SHERIFF'S OFFICE, AND THE CITY OF STANLEY, IDAHO

CUSTER COUNTY SHERIFF'S OFFICE

By: _____
Stuart Lumpkin, Sheriff

Form and content approved by _____ as attorney for _____
(Governmental Entity).

DRAFT

ADDENDUM TO LAW ENFORCEMENT AGREEMENT AND FINANCIAL PLAN
BETWEEN CUSTER COUNTY, THE CUSTER COUNTY SHERIFF'S OFFICE,
THE CUSTER COUNTY PROSECUTING ATTORNEY, AND THE CITY OF
STANLEY IDAHO

This addendum is made and entered into made on this _____ day of _____, 2016, by and between Custer County, the Custer County Sheriff's Office (CCSO), and the City of Stanley, Idaho (the City).

In order to facilitate implementing the law enforcement agreement and financial plan referenced above (the Agreement) the parties agree as follows:

1. The City shall provide the CCSO with \$ _____ to purchase a vehicle to be used by the officer assigned by the CCSO to provide services to the City under the Agreement.
2. If the Agreement is terminated by either party before the vehicle purchased in (1) above is fully amortized within the Custer County motor pool, the CCSO will reimburse the City for a pro-rata amount based on the original purchase price of the vehicle and the formula for the normal replacement cycle for such vehicles within the motor pool.
3. The City shall provide funds to the CCSO to purchase the following equipment necessary and essential to carry out the law enforcement services provided to the City under the Agreement:

<u>Item</u>	<u>Cost</u>
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IN WITNESS WHEREOF, the parties execute this ADDENDUM to the Agreement.

CITY OF STANLEY

ATTEST

Herb Mumford, Mayor

Cari Tassano, City Clerk

CUSTER COUNTY BOARD OF COMMISSIONERS

ATTEST

By:

Wayne Butts, Chairman

Lura Baker, Custer County Clerk

By: _____
Doyle Lamb, Commissioner

By: _____
Lin Hintze, Commissioner

CUSTER COUNTY SHERIFF'S OFFICE

By: _____
Stuart Lumpkin, Sheriff

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