LAW ENFORCEMENT AGREEMENT

THIS AGREEMENT, entered into this 15th day of September, 2016, by and between BONNEVILLE COUNTY, a political subdivision of the State of Idaho, (the "County") and the CITY OF AMMON, a municipal corporation of the State of Idaho located within Bonneville County, (the "City").

WITNESSETH

RECITALS:

WHEREAS, the City has a duty under Idaho Statutes to enforce State laws, including those violations of which constitute a public offense within the City including the enforcement of ordinances of the City; and

WHEREAS, the County Sheriff has the authority under Idaho statutes to enforce state laws, including those the violation of which constitute a public offense, in all areas of the County, including within the city limits of the City of Ammon; and

WHEREAS, the City has the right to contract with the County to provide law enforcement within the City; and

WHEREAS, the City desires to have the County assume exclusive responsibility for the enforcement of State statutes, or City ordinances as applicable; and

WHEREAS, the County has determined that it can provide law enforcement within the City of a higher quality than the city of its own can provide; and

WHEREAS, the County can attract and retain adequate and competent personnel for adequate police protection and can more efficiently operate the County Sheriff's office and utilize the time of the personnel by assuming the law enforcement duties of the City of Ammon; and

WHEREAS, the parties have deemed it to be to the mutual interest of the County and City to have the County assume the law enforcement duties and the police protection for the City of Ammon;

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:
AGREEMENT:

1. **Police Protection.** The County shall assume the exclusive responsibility for the protection and law enforcement of the City of Ammon; together with its responsibilities in other areas of Bonneville County and with concurrent jurisdiction within the City with the Idaho State Police. The County agrees to enforce ordinances of the City as directed by the Mayor or other designated official of the City.

   The County shall not be expected to enforce the animal control ordinances of the City nor to enforce parking ordinances and regulations. The County shall, however, respond and give assistance upon request to any local official of the City who is designated by the Mayor to enforce the parking and animal control ordinances. Provided, however, that the City and the County may make special arrangements for the Bonneville County animal Control Officer to enforce the animal control ordinances of the City of Ammon, upon such terms and conditions as may be agreed, and that if such arrangements are agreed upon, this agreement may be modified by addendum or by letter agreement with respect to such enforcement.

2. **Equipment.** Unless otherwise noted in this agreement, Bonneville County shall furnish at its own expense all automotive vehicles and all law enforcement and police equipment, supplies, and materials necessary to provide adequate police protection and enforcement with the City.

3. **Services.** Bonneville County shall include for the consideration herein recited, the jail costs of any confinement of defendant and prisoner who is sentenced to jail for the violations cited through the Sheriff's Office. It is hereby acknowledged by the parties that all dispatching services shall be the sole responsibility of the City of Ammon. The City of Ammon at their cost or expense shall provide for all dispatch services in a manner approved by the Bonneville County Sheriff. Failure of the City of Ammon to provide for dispatch services in a manner approved in writing by the Bonneville County Sheriff shall constitute a material breach of contract by the City of Ammon and upon ten (10) days written notice from Bonneville County to the City of Ammon of said breach this agreement shall be immediately terminated.

4. **Office Space.** The City agrees to make office space available in the Ammon Fire Department building for the purpose of performing law enforcement and police protection services as per this agreement and the direction of the Sheriff. The City further agrees to provide access to the Fire Department building bathrooms and
kitchen area, and will provide all utilities (water, sewer, electrical and heat), excluding telephone expenses. The office space, bathroom and kitchen areas will be available 24 hours a day, seven days a week.

5. **Term.** This agreement shall take effect the 1st day of October, 2016, and shall continue in force and effect through and including the 30th day of September, 2017.

6. **Personnel.** The County shall furnish the following certified law enforcement officers for work in the City of Ammon under the direction of the Bonneville County Sheriff: 1 sergeant, 6 patrol deputies, 1.5 detectives for the police and law enforcement work in but not necessarily limited to the City of Ammon.

7. **Records and Reporting.** The County shall furnish the City with a written summary of its activities incurred hereunder for each month, which shall be submitted on or before the third Monday of the following month during the time that this agreement shall remain in force. At the request of the Mayor of Ammon, personnel from the Sheriff’s Office shall report in person to the City of Ammon, City Council, which shall be scheduled at 7:00 o’clock p.m., and which unless otherwise notified will be on the first and third Thursday of each month at the City of Ammon building. The reports shall be made upon the activities of the Bonneville County Sheriff’s Office concerning the City of Ammon for the previous reporting period and to respond to any inquiries, comments or suggestions of the City Council. The Deputy appearing shall be heard promptly at the time of his attendance and shall not be delayed or spend extra time.

8. **Compensation.** The City shall pay to the County as compensation for the services to be herein rendered for the term as stated, the sum of $1,303,873.00 allocated as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Personnel (1 Sgt., 6 patrol, 1.5 detectives)</td>
<td>$814,917.00</td>
</tr>
<tr>
<td>Personal Equipment</td>
<td>33,545.00</td>
</tr>
<tr>
<td>Operational Overhead</td>
<td>308,678.00</td>
</tr>
<tr>
<td>Vehicles &amp; Equipment</td>
<td>167,087.00</td>
</tr>
<tr>
<td>1/3 D.A.R.E. Officer</td>
<td>27,572.00</td>
</tr>
<tr>
<td>Credit 15% Mutual Benefit</td>
<td>-198,634.00</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$ 1,153,165.00</strong></td>
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Further, the City agrees to share traffic and criminal fine revenue paid to the City by any Court of Law at fifty percent (50%) to the City of Ammon and fifty percent (50%) to the Bonneville County Sheriff’s Office on citations issued by Bonneville County Sheriff Deputies within the city limits of the City of Ammon, as determined from official records of the Court(s), invoiced quarterly by the Sheriff’s Office and paid quarterly by the City.

The amount herein set forth shall be paid by the City to the County in quarterly payments, with the first payment due on the 31st day of December, 2016, and the subsequent payments due as follows: March 31, 2017, June 30, 2017, and September 20, 2017.

9. **Renewal and Extension.** This agreement may be renewed or extended for additional periods of time by written endorsement hereon or by letter with reference to this agreement extending or renewing the contract for an additional term. Should there be any desire to discontinue or change the terms hereof in this matter, the party so desiring shall give notice to the other on or before May 1st on the year then current and such changes shall be endorsed or by written modification made a part of this contract. In the event of any renewal or extension hereto, the parties shall jointly agree upon and modify, if necessary, the compensation amounts as set forth in paragraph 8.

10. **Fines and Forfeitures.** All citations, complaints and prosecutions for non-felony crimes or violations shall be pursuant to the statutes of the State of Idaho, or the ordinances of the City of Ammon, and shall be processed in the Magistrate Court of Bonneville County, and all fines and penalties recovered under the provisions of any City Ordinances shall be paid unto the City Treasury pursuant to the provisions of Section 50-1015 of the Idaho Code. The City of Ammon shall report all receipts of fines and penalties received to the Sheriff’s Office.

11. **Independent Contractor.** The County shall perform this agreement and the responsibilities enumerated hereunder as an independent contract; and the County, the Sheriff’s Office, and the law enforcement officers shall not be considered agents or employees of the City of Ammon.

12. **Indemnification.** The County agrees to indemnify and hold harmless the City against any and all liability for injury, including loss of life, to any person and for
damage to, or loss of, the property of any person arising from any act or omission on the part of the County, its officials, Sheriff, or other law enforcement personnel in connection with providing police protection and law enforcement within the City.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, through duly enacted resolution of the governing bodies of both parties, the day and the year first above written.

BONNEVILLE COUNTY

By: [Signature]
Roger S. Christensen, Chairman
Board of Commissioners

By: [Signature]
Paul J. Wilde, Sheriff

ATTEST:

By: [Signature]
Deputy
Bonneville County Clerk

CITY OF AMMON

ATTEST:

By: [Signature]
Mayor

Ammon City Clerk

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