LAW ENFORCEMENT AGREEMENT

THIS AGREEMENT, entered into this 1st day of September, 2016, by and between BONNEVILLE COUNTY, a political subdivision of the State of Idaho, (the "County") and the CITY OF IRWIN, a municipal corporation of the State of Idaho located within Bonneville County, (the "City").

WITNESSETH

WHEREAS, the City has authority under Idaho Statutes to enforce State penal laws and local ordinances, 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 duty under Idaho statutes to enforce State laws, including those the violation of which constitute a public offense, in all areas of the County, including violations occurring within corporate limits of the City of Irwin; and

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

WHEREAS, the City has determined that the County can provide law enforcement services within the City at a cost more economical to the City than if the City provides its own law enforcement services; and

WHEREAS, the County has on staff trained and competent personnel for adequate police protection and is willing to assume and provide the law enforcement services within the City of Irwin; 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 Irwin.

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

1. Police Protection. The County by the execution of this agreement is hereby authorized and shall assume the exclusive responsibility for the protection and law enforcement of the City of
Irwin; 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 accept the authority, but not necessarily the responsibility under certain conditions, to enforce all criminal and penal ordinances of the City as directed by the Mayor or other designated official of the City.

The County is not expected to enforce the animal control ordinances of the City, but shall respond in cases where loss of life or limb or injury may be at stake. 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 Irwin, 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 within 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 Irwin. The City of Irwin 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 Irwin 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 Irwin and upon ten (10) days written notice from Bonneville County to the City of Irwin of said breach this agreement shall be immediately terminated.
4. Term. This agreement shall become effective on October 1, 2016, and shall continue in force and effect through and including the 30th day of September 2017.

5. Personnel. The County shall furnish sufficient personnel for such police and law enforcement services in the City of Irwin, and such personnel shall be under the direction of Bonneville County; provided, however, that these persons shall be responsible for responding to and enforcing violations of City ordinances as requested by the Mayor or other designated official of the City. The County shall pay all salaries and benefits of such personnel, including PERSI, unemployment compensation or other withholdings and deductions required or allowed by law and the City shall have no responsibility whatsoever with respect thereto.

6. 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 term of this agreement. At the request of the Mayor of Irwin, personnel from the Sheriff's Office shall report in person to the City of Irwin City Council, which shall be scheduled at 7:30 o'clock p.m. on the first Tuesday of each month at the Swan Valley Fire Station, unless the County is notified otherwise. The reports shall summarize the activities of the Bonneville County Sheriff's Office concerning the City of Irwin 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.

7. 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 $726.00 (seven hundred and twenty-six dollars), allocated as follows:

   Law Enforcement          $140.00
   Dispatching              $586.00

   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 Irwin 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 Irwin, as determined from official records of the Court(s), invoiced by the County on a quarterly basis.

The remaining amounts of the stated compensation 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.

8. **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 not renew the contract, the party so desiring shall give notice to the other on or before May 1st on the fiscal year preceding the fiscal year in which such changes shall become effective. 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 7.

9. **Fines and Forfeitures.** All citations, complaints and prosecutions for non-felony crimes or violations shall be issued in accordance with the statutes of the State of Idaho, or ordinances of the City of Irwin, if applicable, and shall be processed in the Magistrate Court of Bonneville County. All fines, penalties and forfeitures paid or received 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 Treasurer shall report to the County on a quarterly basis, all fines paid to the City, from any Court(s).

10. **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 Irwin.
11. **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 animal control, 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.

**ATTEST**

**BONNEVILLE COUNTY**

[Signature]

PENNY MANNING
Bonneville County Clerk

[Signature]

ROGER CHRISTENSEN, Chairman
Board of Commissioners

[Signature]

PAUL J. WILDE
Sheriff

**ATTEST**

**CITY OF Irwin**

[Signature]

Irwin City Clerk

[Signature]

Mayor