LAW ENFORCEMENT AND
ANIMAL CONTROL AGREEMENT

THIS AGREEMENT, entered into this 19th day of April, 2017, by
and between BONNEVILLE COUNTY, a political subdivision of the State of Idaho, (the
"County") and the CITY OF IONA, 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 Iona; 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 Iona; 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 Iona.

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 non-exclusive responsibility for the protection and law
enforcement of the City of Iona, 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 all criminal and penal ordinances of the City as directed by the Mayor or other designated official of the City, when the Iona law enforcement officer is not on duty.

2. **Animal Control.** The County shall assume the exclusive responsibility for animal control protection of the City of Iona, 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, excluding animal kennel licensing and other non-enforcement related ordinances, when the Iona Animal Control officer is not on duty.

3. **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 for county officers to provide adequate police protection and enforcement within the City.

4. **Services.** Bonneville County shall include for the consideration herein recited, the food, clothing, housing and medical costs associated with confinement of any prisoner who is incarcerated for the violations of State laws or City ordinances cited through the Sheriff's Office or any other law enforcement officer of the State. 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 Iona. The City of Iona 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 Iona 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 Iona and upon ten (10) days written notice from Bonneville County to the City of Iona of said breach this agreement shall be immediately terminated.
5. **Term.** This agreement shall become effective on 2015, and shall continue in force and effect through and including September 30, 2016, constituting a one year period.

6. **Personnel.** The County shall furnish sufficient personnel for such police and law enforcement and Animal Control services in the City of Iona, 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 when the Iona law enforcement officer is not on duty. 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. The County further agrees to obtain and maintain police professional liability insurance and automobile liability insurance coverage in such amounts and upon such terms as it deems appropriate, provided the County will obtain an endorsement on such policies naming the City as an additional insured thereon.

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

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 $20,871.00, (Twenty thousand eight hundred seventy-one dollars), allocated as follows:

   - Law Enforcement $16,697.00
Animal Control $ 4,174.00

Further, the City agrees to share traffic and criminal fine revenue paid to the City by any Court of Law at twenty-five percent (25%) to the City of Iona and seventy-five percent (75%) to the Bonneville County Sheriff's Office on citations issued by Bonneville County Sheriff Deputies within the city limits of the City of Iona, as determined from official records of the Court(s), invoiced by the County on a quarterly basis. Notwithstanding the foregoing, in the event any assessment is made against the City pursuant to Idaho Code §1-2218, then and in such event, the seventy-five percent (75%) share of the County in such revenue shall be reduced by any amounts assessed to and paid by the City during any calendar quarter preceding the date of the quarterly payment set forth below.

The 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, 2015, and the subsequent payments due on March 31, 2016, June 30, 2016, and September 30, 2016.

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 not renew the contract, the party so desiring shall give notice to the other on or before March 1st of the current fiscal year. 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 issued in accordance with the statutes of the State of Idaho, or ordinances of the City of Iona, 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).

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 Iona.

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 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

[Signature]
RONALD LONGMORE
Bonneville County Clerk

BONNEVILLE COUNTY

[Signature]
ROGER CHRISTENSEN, Chairman
Board of Commissioners

[Signature]
PAUL J. WILDE
Sheriff

ATTEST

[Signature]
Iona City Clerk

CITY OF IONA

[Signature]
Mayor