

Copy

LAW ENFORCEMENT CONTRACT

THIS AGREEMENT, made and entered into this 11th day of June, 2014 by and between the County of Jefferson (hereinafter "County") and Jefferson County Sheriff's Office (hereinafter "Sheriff") and the Town of Whitehall (hereinafter "Whitehall"), for a one year period, commencing July 1st, 2014 and ending June 30th, 2015.

WHEREAS, Whitehall desires to enter into a contract with the County, through the Office of the Sheriff, for the performance of law enforcement functions hereinafter described, within the corporate limits of Whitehall; and

WHEREAS, the County agrees to render such services and law enforcement functions on the terms and conditions set forth herein; and

WHEREAS, such contract is authorized and provided for by Title 7, Chapter 11, M.C.A., 2013.

NOW, THEREFORE, pursuant to the terms of the above referenced statutes, and in consideration of mutual covenants expressed herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The County, through its Sheriff, agrees to provide police protection within the corporate limits of Whitehall, to the extent and manner hereinafter set forth:
 - a. Services shall encompass the duties and functions of the type normally coming within the jurisdiction of the Jefferson County Sheriff's Office and the Town of Whitehall to the extent provided in this agreement, pursuant to the laws of the State of Montana.
 - b. Provision of services, standard of performance, discipline of all employees of the Sheriff, and other matters incident to the performance of such duties and control of personnel shall remain in control of the Sheriff.
 - c. Such services shall include the enforcement of the Montana Code Annotated, the Montana Traffic Code, *all applicable County ordinances* and all Town ordinances related to public safety within the corporate limits of the Town of Whitehall as set forth in Titles 8, 9, 10 and 12 of the Official Municipal Code of the Town of Whitehall.
2. This Agreement shall be effective when signed by authorized representatives from Whitehall, the County and Sheriff. Time is of the essence of this Agreement.
3. All misdemeanor charges against persons as a result of law enforcement activities within Whitehall shall be filed in the City Court of Whitehall,

Montana and in the name of the State of Montana. Violations of Whitehall Town Public Safety Ordinance Titles 8, 9, 10 and 12 shall also be filed in the City Court in the name of the Town of Whitehall. Whitehall will provide for administration of non-public safety ordinance violations separately from this Agreement.

4. The County shall furnish and supply all necessary labor, supervision, equipment and communication facilities for dispatching, jail detention (including the cost of such detention), and such law enforcement services as are specified in Paragraph 10 of this agreement.
5. Whitehall shall not be liable for the payment of any salaries, wages or other compensation to any County personnel, including the Sheriff or any employees of said Sheriff, other than as set forth under the terms and conditions of this Agreement.
6. Whitehall shall not be liable for the compensation or indemnification of the Sheriff or any of his employees, for injuries or sickness arising out of their employment hereunder, and the County agrees to hold Whitehall harmless against such claims.
7. The County, its officers and employees shall not be deemed to assume any liability for the intentional or negligent acts or omissions of Whitehall, or any officer, agent, or employee thereof, and Whitehall agrees to hold harmless, indemnify and defend the County, its officers and employees from any and all claims for damages arising there from.
8. Whitehall shall hold harmless, indemnify and defend the County, its officers and employees from any and all claims for damages resulting from the enforcement of any Town ordinance by Whitehall, excepting claims arising from alleged personal misconduct, negligence or intentional acts of the Sheriff, its deputies or employees. The County agrees to hold harmless, indemnify and defend Whitehall, its officers and employees from any and all claims for damages arising from any personal misconduct, negligence or intentional acts of the Sheriff, its deputies or employees, in the performance of this Agreement.
9. It is understood and agreed by the parties that the Sheriff, its deputies and employees are not employees of Whitehall.
10. The County agrees to provide law enforcement and other services as follows:
 - a. For the term of this Agreement, the Sheriff will provide twenty-four hours a day law enforcement services. This service shall consist of no less than 8 (eight) hours per day of "on duty" time, with the remainder provided as "on-call" time. "On duty" time shall be defined as patrol

time, enforcement, investigation, transportation, apprehension, incarceration and any other services formerly provided by the Whitehall Police Department. The parties agree that the "on duty" time will be accounted for on a quarterly basis, with a minimum of 56 (fifty-six) hours per week average over the quarter.

- b. There shall be a minimum of 2 (two) deputies residing within 5 (five) miles from the boundaries of Whitehall.
- c. In the event that the Sheriff cannot furnish, for whatever reason, services of 8 (eight) hours per day of on duty time within the boundaries of the Town of Whitehall, the Town of Whitehall shall receive a rebate of \$27.30 (twenty-seven dollars and 30/100) for each hour of service not provided. (For convenience, the parties agree that the "on duty" time will be accounted for on a quarterly basis, with a minimum of 56 (fifty-six) hours per week average over the quarter.) Payment of this rebate will be in the form of a credit on the next regularly scheduled payment. However, if no further payments are required or scheduled under this Agreement, the Sheriff agrees to make said payment to the Town within 30 days of the date for demand for payment by the Town.
- d. The Town Attorney shall perform the duties of prosecutor in relation to any violation of the Montana Code Annotated or violations of the public safety codes as set forth in Titles 8, 9, 10 and 12 of the Official Municipal Code of the Town of Whitehall. Any violations of municipal ordinances other than Titles 8, 9, 10 and 12 shall be prosecuted by the Town Attorney for Whitehall. Whitehall agrees to notify the Sheriff of any changes, either temporary or permanent, in the public safety ordinances on the next business day following such day, or at least one day before such ordinance or modification becomes effective.
- e. It is acknowledged and agreed that the County and Sheriff shall not be responsible for enforcement of non-public safety ordinances of Whitehall.

11. *Whitehall hereby agrees to allow the Sheriff to use up to Seven Hundred Fifty Dollars (\$750.00) of its Police Training Fund, per year, in addition to the following contract payments.*

12. Whitehall hereby agrees to pay the County the sum of One Hundred Eleven Thousand, Seven Hundred One Dollar and 45/100 (\$111,701.45) per year for all services provided hereunder for the contract period, payable biannually with the first payment due upon execution of this agreement, and the second biannual payment will be due on January 1 of 2015. Negotiations may further alter the payment amount.

- a. If any party desires to amend this agreement or adjust the annual payments for services, then the party seeking changes shall give

written notice to the other party no later than 90 (ninety) days prior to the annual renewal date of July 1st. Notification shall state the changes sought and must be in writing.

- b. All negotiations for amendments to this agreement must conclude prior to the July 1st. This agreement will be automatically renewed on July 1st unless terminated as provided herein or specific changes have been agreed upon. Any changes shall be reduced to writing, have a specific date and be attached hereto as an addendum.
- c. The contract price will be reviewed annually by the parties. Any proposed changes in the contract price will be submitted to the other party at least 30 (thirty) days prior to the annual renewal date of July 1st.
- d. The renewal shall be officially approved by parties' governing bodies prior to the expiration of the current contract.

13. A Whitehall Law Enforcement Committee made up of the Sheriff, a member of the Jefferson County Board of County Commissioners appointed by the Board, the County Attorney, a member of the Whitehall Town Council appointed by the Mayor, the Mayor and the Town Attorney for Whitehall shall advise the Sheriff concerning the performance of this Agreement. The duty of said committee is to make suggestions for improvement in the implementation of this Agreement and for amendments thereto, provided however, that no such suggestion or proposed amendment shall be binding on either party until reduced to writing and duly signed by the parties, regardless of whether the suggestions or advisement are agreed to orally by the parties. The Sheriff should respond to the Committee within 30 (thirty) days of each advisement or suggestion regarding his reasons for implementing or not implementing the advisement or suggestion. The committee, if necessary, shall meet in June of each year, and may meet more often as necessary, with reasonable notice to the Sheriff.

14. Any property owned by either Whitehall or the County which is acquired in performing this contract shall be and remain the property of that party.
15. Either party may terminate this Agreement by giving the other party at least 180 (one hundred eighty) days written notice sent by registered mail. Said notice shall specify the reason(s) for termination and the effective date of the termination. The notice shall specify any funds owed by or to the terminating party to or by the non-terminating party. All existing pre-paid charges to be paid for or refunded shall be calculated on a monthly pro-rated basis. All claims shall be paid by the effective date of termination.
16. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all other agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the Town of Whitehall, by resolution duly adopted by its governing body, has caused this Agreement to be signed by its Mayor and attested by its Clerk. Jefferson County, by resolution of the Jefferson County Board of County Commissioners, has caused this Agreement to be signed by the Jefferson County Sheriff, the Chairman of the Jefferson County Board of County Commissioners and attested to by the Clerk of the Board, all on the day and year first above written.

TOWN OF WHITEHALL

By *Dale Dard*
Mayor

ATTEST:

Rose Ann Palakovich
Town Clerk

COUNTY OF JEFFERSON

By *Leonard Wortman*,