LAW ENFORCEMENT SERVICES AGREEMENT CITY OF MIDDLETON / CANYON COUNTY SHERIFF'S OFFICE AND THE COUNTY OF CANYON

THIS AGREEMENT made and entered into this day of da

WITNESSETH:

WHEREAS, Middleton desires to enter into a contract with CCSO for the performance of law enforcement protection within the corporate limits of the City of Middleton; and

WHEREAS, CCSO has personnel qualified and capable to provide law enforcement protection and services within Canyon County and is agreeable to rendering such law enforcement services and protection on the terms and conditions set forth in this Agreement; and

WHEREAS, the parties to this Agreement are authorized by the laws of the State of Idaho to enter into such an agreement pursuant to the provisions of Idaho Code §§ 31-604, 50-301 and 67-2332.

NOW THEREFORE, the parties hereto agree as follows:

- 1. The County and CCSO agree to employ, furnish and supply all 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 that are necessary to provide law enforcement protection within the corporate limits of the City of Middleton, under the following terms and conditions:
 - a. CCSO will provide at least eighteen (18) hours per day of active law enforcement patrol, as well as general law enforcement coverage (i.e. availability to respond to calls for law enforcement assistance, as needed) on a seven day per week, twenty-four hour basis, for the City of Middleton. Such services shall include court time, transport of prisoners and/or arrestees, patrols and related services.
- b. The personnel used by CCSO to perform the law enforcement protection shall remain under the jurisdiction and control of CCSO while rendering the services, and CCSO shall maintain the standard of performance of such personnel.

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- c. Except as otherwise specifically set forth in this Agreement, such law enforcement services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by a sheriff of a county and a police officer of a municipal corporation in the State of Idaho under the statutes of the State of Idaho and the ordinances of the City of Middleton.
- d. The law enforcement services to be rendered by CCSO are services of an independent contractor with Middleton and the standards of performance, the discipline of officers, patrol of personnel rendering such services, and other matters incident to the performance of such services shall be the responsibility of County and CCSO.
- e. The scope of the law enforcement protection and services shall be to enforce the criminal statutes of the State of Idaho and municipal police ordinances, provided the enforcement of dog ordinances will be limited to the issuance of citations only.
- 2. The City of Middleton shall pay to County the sum of **Two Hundred Thousand Dollars (\$200,000.00)** for law enforcement protection and services to be rendered pursuant to this Agreement. Said sum shall be paid to County within thirty (30) days of execution of this Agreement by the parties.
 - a. The anticipated cost of this contract in subsequent years is as follows:

2013: \$231,880.20 2014: \$260,608.36

- 3. To facilitate the performance of services under this Agreement, County and CCSO shall furnish and supply all necessary labor, supervision, equipment, communication facilities, dispatching, and supplies necessary to maintain the level of service to be rendered hereunder. CCSO shall also provide the City of Middleton with monthly reports concerning law enforcement activity and contacts within the City of Middleton in standard format and including time of response to calls within the city.
- 4. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City of Middleton, the same shall be supplied by the City of Middleton at its cost and expense.
- It is agreed that all the employees of County and CCSO shall remain employees of County for all purposes including the payment of wages and benefits, withholding or deductions from wages and/or salaries, retirement benefits, insurance, worker's

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- compensation, and unemployment or other compensation to any County personnel performing services pursuant to this Agreement.
- 6. The City of Middleton and its elected officials and employees shall not be liable for any intentional or negligent acts of any employee of County and, in accordance with Idaho law, County agrees to indemnify and hold harmless the City of Middleton from any liability for such claims.
- 7. 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 of Middleton and the employees of County and CCSO in requesting and performing the law enforcement protection under this Agreement. The City of Middleton designates the Middleton City Mayor, or such other person as he may designate, as its administrator and County and CCSO designate Gary Deulen, CCSO Chief Deputy, as its administrator. All communications between the parties with regard to this Agreement and the provision of law enforcement protection shall be made between these parties or their designee. Each party agrees to provide full cooperation and assistance to the other so as to facilitate the performance of this Agreement.
- 8. This Agreement shall be effective commencing on the date of execution of this Agreement by the parties and shall continue in full force and effect to the end of the county fiscal year 2012, specifically, September 30, 2012.
- 9. This Agreement may be renewed by a mutual agreement of the parties for additional one (1) year terms as the parties agree. Should either party not object to renewal of the contract prior to the end of the current fiscal year then the contract shall automatically be renewed for the next fiscal year under the same terms.
- 10. Either party to this Agreement may terminate the Agreement without cause upon thirty (30) days written notice given to the other parties. Should this Agreement be terminated prior to the end of the current fiscal year, the funds contributed by the City of Middleton shall be prorated from the date of termination to the end of the fiscal year. Those prorated funds pertaining to the remainder of the fiscal year shall be returned to the City of Middleton.

Prior to termination of the Agreement, the parties agree to participate in non-binding mediation to avoid the termination. A mediator would be appointed as agreed to by both parties' administrators after consultation with their employers. The parties agree to each pay one-half of the cost of the mediator selected pursuant to this paragraph. The thirty (30) day notice period for termination shall commence after completion of non-binding mediation after the parties have each agreed in writing that such non-binding mediation was unable to resolve those

issues leading to the termination notice of either party.

11. Any notice to be given pursuant to the terms of this Agreement shall be sufficiently given for all purposes if delivered personally or if sent by U.S. Certified Mail, Return Receipt Requested, addressed to the party in question at the address as hereinafter set forth:

City of Middleton 6 N. Dewey P. O. Box 487 Middleton, Idaho 83644

Canyon County 1115 Albany Caldwell, Idaho 83605

For purposes of this Agreement, a notice served by mail shall be deemed to have been delivered three (3) days after the date mailed as indicated by the postal service post mark on the certified mail receipt or on the envelope containing the notice. Either party shall be entitled to change the address for service of notice hereunder by notifying the other party, in writing, of the new address.

No party may suspend performance of any duty required by this Agreement prior to termination of this Agreement.

- 12. The City of Middleton shall furnish to County all Middleton City ordinances which will be the subject of the rendering of law enforcement services pursuant to this Agreement.
- 13. For the purpose of performing law enforcement services and functions pursuant to this Agreement, and for the purpose only of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be considered a policeman of the City of Middleton, as an appointment made pursuant to Idaho Code § 50-209, while performing law enforcement services for the City of Middleton, when such service is within the scope of this Agreement and is a Middleton function.
- 14. All fines or forfeitures resulting from arrests made or citations written for violations of Middleton City ordinances within the boundaries of the City of Middleton pursuant to county performance of law enforcement services under this Agreement, shall be apportioned to the City of Middleton under the provisions of Idaho Code § 19-4705, as amended, as fines and forfeitures resulting from efforts of Middleton law enforcement officials. Fines or forfeitures collected pursuant to

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this agreement for violations of state law within the boundaries of the City of Middleton shall be distributed or apportioned as any other fine or forfeiture resulting from a violation of state law occurring within Canyon County.

- 15. The City of Middleton will arrange separately for prosecution of citations issued by CCSO personnel for violations of Middleton City ordinances pursuant to this Agreement.
- 16. This Agreement encompasses the entire agreement of the parties and may not be modified or changed in any way except by written document signed by all the parties hereto.
- 17. Any provision of this Agreement which is found by a court of competent jurisdiction to be invalid or illegal shall in no way affect or invalidate any other provision of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have adopted this Agreement by its governing bodies and this Agreement has been signed and attested by the authorized officials of each party.

CITY OF MIDDLETON	1	BOARD OF COMMISSIONERS CANYON COUNTY, IDAHO
DARIN TAYLOR, MAYON	MIDD SOLO	DAVIDO, FERDINAND, IL CHAIRMAN
ATTEST: Cinay To Lucio	APRIL 20,	STEVEN J. ROLE, MEMBER
CITY & ERK DATE: 4/18/12-	1910	KATHRYN ALDER, MEMBER
,		ATTEST: CHRIS YAMAMOTO, CLERK
		By: Morild Sewes DEPUTY CLERK
		DATE: 4-23-12
		CANYON COUNTY SHERIFF
		Chris Smith
		DATE: 4-20-12
STATE OF IDAHO)) ss.	
County of Canyon)	
		before me, a notary public, personally ne to be the Canyon County Sheriff that hat such corporation executed the same.
(SEAL)		Notary Public for Idaho Residing at: My Commission Expires:

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CANYON COUNTY COMMISSIONERS

Steve Rule District I

Kathryn Alder District II

David J. Ferdinand, II District III

Telephone: (208) 454-7507

Fax: (208) 454-7336

April 23, 2012

Cindy LoPiccolo, City Clerk City of Middleton P.O. Box 487 Middleton, ID 83644

Re:

Law Enforcement Services Agreement

Dear Ms. LoPiccolo:

Enclosed is an original agreement that was approved by the Board of Commissioners on April 23, 2012. We have retained an original for our records, and a copy has been forwarded to the Sheriff's Office.

Sincerely,

Monica Reeves, Deputy Clerk

Enclosure