

LAW ENFORCEMENT AGREEMENT AND FINANCIAL PLAN BETWEEN
ADAMS COUNTY, THE ADAMS COUNTY SHERIFF'S OFFICE AND THE CITY
OF NEW MEADOWS, NEW MEADOWS, IDAHO

THIS AGREEMENT is made and entered into this ____day of _____ 2021, by and between Adams County and the Adams County Sheriff's Office, hereinafter referred to as the "County" and the City of New Meadows, hereinafter referred to as the "City".

WITNESSETH;

WHEREAS, the City is desirous of entering into a contract with the County for the performance of the hereinafter described additional law enforcement services within the corporate limits of said City, and

WHEREAS, the County is agreeable to rendering such additional services on the terms and conditions hereinafter set forth, and

WHEREAS, such contracts are authorized and provided for by the provisions of Idaho Code, Sections 31-604, 50-301, 67-2328 and 67-2332;

NOW THEREFORE, the FINANCIAL PLAN, pursuant to the terms of the aforesaid statutes, is agreed upon as follows:

- 1) That the City, by way of the City Council, agrees to reimburse the County for law enforcement services provided over and above the standard level of law enforcement services provided to all County residents. The City further agrees to reimburse the County at the following rate:
 - a) An annual reimbursement of Thirty-Three Thousand Six Hundred Sixty Dollars (\$33,660), to be made in quarterly payments of Eight Thousand Four Hundred and Fifteen Dollars (\$8,415) **upon receipt of the quarterly activity report**, beginning October 1, 2021 and ending September 30, 2022.
- 2) That the City and the County mutually use item 1-A as the FINANCIAL PLAN.

NOW THEREFORE, THE LAW ENFORCEMENT AGREEMENT, pursuant to the aforesaid statutes, is agreed upon as follows:

- 3) That the County shall employ, furnish and supply all necessary personnel, their supervision, records, jail and communication facilities, uniforms, vehicles and maintenance and operational expenses necessary to maintain the level of service to be rendered herein. The County, by way of the Sheriff, agrees to furnish Deputies to supervise and provide law enforcement services within the corporate limits of the City and the surrounding area to the extent and the manner hereinafter set forth;
 - a) Except as otherwise provided for, the standard level of service granted shall be the same basic level of service provided to the unincorporated areas of the County.
 - b) The Adams County property tax levy rate on properties located within the City limits of New Meadows shall fund the standard 24-hour level of law enforcement services provided to all residents of the county.

- 4) The Financial Plan of Article 1, A, provides for additional funding from the property owners of New Meadows to fund additional law enforcement services. Those additional services shall include:
 - a) Additional routine patrols at times determined by the Sheriff, the Patrol Deputies, the Police Commissioner and / or the City Council
 - b) The presence of an officer / officers during community events
 - c) Enforcement of City ordinances
 - d) Assisting the Animal Control Officer by issuing a citation signed by the Animal Control Officer or other official of the City
 - e) Providing the City a quarterly written report summarizing the activity within the City of New Meadows
 - f) The appearance of the Sheriff or a Deputy to give an oral report on what has been happening in the community on a quarterly basis or when requested by the Mayor and / or City Council.
- 5) The employing and terminating of Deputies, the retention of services, the standard of performance, the discipline and the other matters incident to the performance of such services and the control of personnel so employed, shall remain in and under the exclusive control of the Sheriff.
- 6) All arrests made or citations issued for misdemeanors or infractions that occur within said City shall be deemed "City" arrests and/or citations for purposes of prosecution. All fines and forfeitures resulting there from shall be paid to the City pursuant to Idaho Code Section 19-4705 F.
- 7) That the Sheriff shall have full cooperation and assistance from the City, its officers, agents and employees to facilitate the performance of this agreement.
- 8) That the City shall not be liable for compensation or indemnity to any of the Sheriff's employees for injuries or sickness arising out of their employment, and the County agrees to hold harmless the City against any such claims.
- 9) That the County and its employees shall not be deemed to assume any liability for intentional or neglectful acts of said City or any officer, agent or employee thereof. Conversely, the City and its elected officials and employees shall not be deemed to assume any liability for the intentional misconduct or neglectful acts of the County, the Sheriff, his Deputies, agents or employees. The County agrees to provide liability insurance to cover the acts of County personnel performing services under this agreement and to hold the City harmless from any liability therefore.
- 10) That the City shall defend said Sheriff, his Deputies, agents or employees against and hold them harmless from any claim for damages solely from the enforcement of any duly enacted City Ordinance, provided that the actions of the Sheriff, his Deputies, agents and employees in the enforcement of such City Ordinance do not constitute intentional misconduct.
- 11) That, for the purpose of maintaining cooperation, quality control, and general information on existing complaints and problems in said City, one member of the City Council shall be appointed by said City Council to act as Law Enforcement Commissioner for said City. Said appointed Commissioner shall act as liaison between the Sheriff and the City Council.
- 12) That this agreement shall be effective from October 1, 2021 through September 30, 2022.
- 13) That for the duration of this fiscal year, the Sheriff's Department shall furnish a deputy at one of the two regular City Council Meetings so the city may inquire as to the operations of the Sheriff's Office and may express the needs of both agencies.**

14) That the City and the County mutually use items three through thirteen (3-14) inclusive as the LAW ENFORCEMENT AGREEMENT.

SEVERABILITY: Should any part, clause, provision or condition of this agreement be held to be void, invalid and/or inoperative, then the parties agree that such invalidity shall not affect any other clause, provision or condition hereof and the remainder shall be effective as though such voided clause, provision or condition had not been contained herein. However, if such clause, provision or condition is found to materially alter the position of either party who is damaged thereby, that party may, at its option, terminate this agreement upon thirty (30) days written notice.

IN WITNESS WHEREOF, the City, by resolution duly adopted by its governing body, cause this agreement to be signed by its Mayor and attested by the City Clerk and the County of Adams, by the County Board of Commissioners, has caused this agreement to be subscribed by the Adams County Sheriff and the Chairman of said Board and the seal of said Board, all on the day and year first above written.

CITY OF NEW MEADOWS, ADAMS COUNTY, IDAHO:

_____ ATTEST: _____
Julie A. Good , Mayor Date Kyla Gardner, City Clerk

ADAMS COUNTY BOARD OF COMMISSIONERS: CONCURRENCE:

_____ _____
Chairman Date Sheriff

Clerk of the Board