

## LAW ENFORCEMENT INTERLOCAL AGREEMENT

THIS MEMORANDUM OF Understanding and Interlocal Agreement is made and entered into pursuant to Title 7, Chapter 11, Part 1 Montana Code Annotated this \_\_\_ day of \_\_\_\_\_, 2019 by and between THE CITY OF WHITE SULPHUR SPRINGS, MONTANA, PO Box 442, White Sulphur Springs, MT, hereinafter referred to as the "City" and MEAGHER COUNTY, MONTANA, PO Box 309, White Sulphur Springs, MT hereinafter referred to as "County".

WHEREAS, §7-11-102 MCA allows local governments to "make the most efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities"; and

WHEREAS, the City is obligated, pursuant to §7-32-4101 MCA, to provide a police department and §7-32-4105 MCA requires that an office of the chief of police be maintained and such chief of police shall have the duties set forth therein; and

WHEREAS, the City of White Sulphur Springs is the county seat for Meagher County and is, therefore, home to the Meagher County Sheriff's Department and other County offices; and

WHEREAS, the County has provided law enforcement services to the City through the Meagher County Sheriff's Office for nearly four decades based on a consolidation of services approved by ballot measure on November 2, 1976.; and

WHEREAS, the City is subject to a mill levy designated "Special Police District" which provides the financial commitment for the provision of law enforcement services by the County in lieu of a City police department; and

WHEREAS, a continuation of this relationship is mutually beneficial to both Parties and the parties desire for such a relationship to continue according to a set of mutually agreeable terms reduced to writing and clarifying the duties and obligations of each party,

NOW THEREFORE, based on mutual covenants and consideration as set forth, the Parties mutually agree as follows:

1. PURPOSE

- A. This Agreement is entered into to authorize the Meagher County Sheriff's Office (hereinafter MCSO) to provide law enforcement services to the City of White

Sulphur Springs ("City") in lieu of a separate City Police Department, and the procedures to fund such services.

2. CREATION OF LEGAL ENTITY - PROPERTY

No separate legal entity is created by this Agreement. No real or personal property will be owned jointly during the term of this Agreement and therefore no agreement needs to be made related to the disposition of such property.

3. FINANCING, COSTS AND BUDGET

A. The City shall contribute the mills generated by the Special District Tax earmarked as Special Police toward the services to be provided under the Agreement.

B. It is the intent of the Parties that the City's obligation shall be equivalent to no more than the cost of an entry level deputy on the Sheriff's Department, which includes: salary, benefits, education/training, uniform allowance, and cell phone. The budgeted position is \$75,000.

C. If desired, the MCSO may submit a proposed budget for amounts in the Special Police Fund on or before May 1 of each year to the City. The proposed budget shall specifically identify sums for anticipated payroll expenses, operations, equipment, and capital expenditures. The City shall not be bound by such proposed budget but will consider such proposed budget in negotiations regarding its financial obligation under this Agreement. The City may designate funds in its budget to be forwarded to the County to support specific items within the MCSO proposed budget at its discretion.

D. MCSO and the County shall purchase all equipment necessary for the provision of all law enforcement services provided under this Agreement.

4. PERSONNEL AND SUPERVISION

A. All employees of MCSO shall remain County employees and shall not be listed or considered employees of the City in regards to compensation, sick leave or leave of absence, insurance issues, or other employment issues.

B. The rendition of such services, the standards of performance, the discipline of officers, and the control of personnel so employed, including but not limited to officer training and recruitment, work period designation, compensation, handling and treatment of suspects and offenders, and the investigation of all incidents, and all matters incident thereto shall remain with the Sheriff under this Agreement and subject to the policies and procedures established by the Sheriff and Meagher County.

## 5. LAW ENFORCEMENT

- A. Definition. Law enforcement services consist of patrol, investigation, enforcement; and auxiliary and technical services now provided by the MCSO in support of patrol, investigation, and enforcement. General law enforcement services shall include but are not limited to enforcement of state statutes, Meagher County ordinances and City ordinances. Ordinances that do not relate to criminal conduct are not governed by this Agreement unless specifically addressed in this Agreement.
- B. Responsiveness. MCSO agrees to give prompt consideration to all requests of the City regarding the delivery of law enforcement services and further agrees to make every reasonable effort to comply with these requests as long as they are consistent with good law enforcement practices.
- C. Authority.
- i. MCSO shall enforce all state laws within the City. In particular, MCSO is authorized to perform traffic stops, make citizen contacts including *Terry* stops, issue citations for moving violations and enforce all sections of Title 45 and Title 61 of the Montana Code Annotated, and other applicable state law provisions when a violation is observed or reported to have occurred within the city limits.
  - ii. Such authority shall encompass all the duties and functions identified for a Sheriff under §7-32-2121 MCA and a Police Chief under §7-32-4105 MCA or other applicable provision of state law or as may be customarily rendered.
  - iii. MCSO is authorized to enforce all parking regulations when such violations may be found while performing the general duties of the office.
  - iv. MCSO is authorized to enforce all criminal ordinances as they may occur within the city limits.
  - v. The Parties further agree services included in this Agreement include service of process on behalf of the City. Such services shall be without fee to the City.
  - vi. The City will enforce the Municipal Code. The MCSO will enforce all elements of the Municipal Code describing criminal conduct. The City may seek mutual aid for enforcement of those provisions of the Municipal Code which may be characterized as civil in nature when circumstances so require, and MCSO will not unreasonably refuse to provide services so long as they do not conflict with general law enforcement duties.
    - a. The Parties understand Mutual Aid to be a part of this Agreement in that enforcement of city ordinances may be viewed as a request for assistance as defined in §44-11-101 MCA
    - b. The Parties understand the City of White Sulphur Springs views its jurisdiction to include a "donut" area of 1 mile outside the city limits.

D. Reporting. The MCSO, through the Sheriff or a designee, shall attend at least the first monthly meeting of the City Council each month and shall report on the activities of the MCSO. Such reports shall include the number of calls for service, reported crimes, arrests, traffic citations, and any issues pertaining to staffing, equipment, or other impacts which may affect service to the City.

E. 9-1-1/Dispatch Center

- i. MCSO maintains a 9-1-1/dispatch center which provides service to emergency management.
- ii. MCSO shall staff the center and provide 9-1-1/dispatch services 24/7 through trained staff.
- iii. All employees of the 9-1-1/Dispatch center are employees of the County and the City has no supervisory authority, responsibility or liability over said employees.

F. Court Jurisdiction and Prosecution.

- i. All citations issued by MCSO for misdemeanor offenses under state law or city ordinance occurring within the corporate limits of the City under this Agreement may be written into the White Sulphur Springs City Court for adjudication at the discretion of the MCSO.
- ii. Misdemeanors which may be cited in conjunction with felony offenses shall be cited with the felony offense into Justice Court or District Court pursuant to any advice or instruction from the Meagher County Attorney's Office.
- iii. Citations involving both misdemeanor offenses under state code and misdemeanor offenses under the municipal code shall be written into the City Court pursuant to any advice or instruction from the White Sulphur Springs' City Attorney's Office.
- iv. MCSO agrees to provide the City Attorney's office or contracting City Attorney with all reports generated as a result of any citation written under this Agreement upon request. All officers will accept subpoenas from the City Attorney's office as well as other relevant court documents, and will make all court appearances necessary to ensure the full prosecution of all citations issued.
- v. Any costs incurred by MCSO for officers to attend trials shall be borne by MCSO. Any overtime incurred will be reported by the officers to the City Attorney and any collection of overtime costs from a defendant in the event of sentencing will be forwarded to the County by the City Court.

G. Abandoned Vehicles/Bicycles

- i. MCSO is fully authorized to seize abandoned vehicles and bicycles found within the city limits.
- ii. MCSO shall be authorized to follow the procedures outlined by §6-12-401 through §61-12-404 et seq. Mont. Code Ann. as to notice, and sale or release of applicable property.
- iii. The Parties agree any proceeds from any sale shall be retained by the County as reimbursement for its costs and expenses incurred in the removal, storage, and custody and sale of said property. No other costs or fees shall be billed to the City for such activity.

6. JAIL/DETENTION CENTER

- A. The Parties agree Meagher County has established a jail/detention facility which is housed in the same building as the MCSO.
- B. All violations of state law which carry jail time as a possible punishment subject an offender to arrest and detention within the jail facility whether pre-appearance, pre-trial and post-conviction.
- C. The responsibilities of the MCSO as to the jail/detention center are as stated in Title 7 Ch. 32 Part 22 of the Montana Code and liability for the same shall not reside with the City.
- D. Inmates may be subject to temporary release under §7-32-2246 MCA. The Sheriff or designee shall provide notice to the City Judge when an inmate under a City Court order is released under this section.
- E. Costs.
  - i. The prisoner/inmate cost-per-day shall be established by the County by resolution in January each year (see §46-18-403 (2) MCA). The cost may not exceed \$100 per day without a signed amendment to this Agreement executed by both Parties. Costs for medical care shall be itemized separately from the cost-per-day.
  - ii. The costs associated with transporting a person arrested within the state based upon a warrant issued by the City Judge may be paid by the City subject to the provisions below. However, prior to transport, MCSO shall notify the City Judge of the arrest and location of the person and the cost for transport and shall receive authorization from the City Judge for the expenditure. If the City Judge does not provide authorization for transport, then MCSO shall so advise the arresting agency and the subject shall be released with a date to appear in the City Court.
  - iii. Costs incurred by Meagher County or the MCSO for transporting and detention of a prisoner/inmate in an alternate facility based on an Order by

the City Court Judge shall be paid by the City when the offense involves a City ordinance only.

- iv. If the MCSO develops a Work Release Program for inmates, any and all fees charged for said privilege may be collected by MCSO and retained and are not required to be shared with the City. If the inmate is subject to a City Court order for detention while on Work Release, the MCSO may so advise the City Judge of the release and fees and may seek payment of the fees by the inmate through the City Court. Any fees collected through this section by the City Court shall be turned over to the MCSO.
- v. The City agrees it shall pay the detention and confinement costs associated with prisoners held at the jail for violations of City Ordinances.
- vi. The County shall forward an invoice on the 15<sup>th</sup> of each month for the preceding month identifying each prisoner by name, the offense for which the prisoner is held, and the costs-per-day. The City shall have 7 days from receipt of the invoice to review said invoice and advise the County of any discrepancy based upon City records. The invoice shall be paid in full within 20 days of receipt of the invoice, subject to resolution of any discrepancy. Any invoice which is subject to a notice as to a discrepancy may be paid only as to those items not in dispute, and shall be finally paid upon resolution of all discrepancies.

## 7. ADMINISTRATION

- A. The duly elected or appointed Sheriff and the Mayor of White Sulphur Springs shall be responsible for the day-to-day administration of this Agreement. The Sheriff of Meagher County shall be formally appointed as the Chief of Police by White Sulphur Springs pursuant to §7-32-4103 MCA.
- B. In the event of a dispute regarding the interpretation of this Agreement or a dispute arising from this Agreement regarding general law enforcement services, a written report shall be submitted to the Public Safety Committee. Such notice must be via hand-delivered or first class mail to each member of the Committee as outlined below. The Committee will then work to schedule a meeting to review the matter and make recommendations within thirty (30) days of the notice.
- C. The Public Safety Committee shall only meet as necessary and is composed of the following members:
  - One member of the Meagher County Commission.
  - One member of the White Sulphur Springs City Council.
  - One member of the community chosen by the above members.
  - The County Attorney and the City Attorney shall serve as *ex officio* advisers.

- D. The Mayor, Sheriff, City Council and Meagher County Commission agree, prior to discussion regarding any dispute, the matter will not be taken up, either formally or informally, by either the County Commission or the City Council but each will allow the Public Safety Committee to do its work uninfluenced by either political body.
- E. The Parties agree personnel matters, including but not limited to the conduct of MCSO employees, County Employees, or City employees, shall not be referred to the Public Safety Committee. Any discussion concerning such which may arise during a Public Safety Committee meeting shall be promptly referred to the appropriate City or County office for resolution according to their employment policies.
- F. In the event a satisfactory resolution is not reached, the sole remedy is the termination of this Agreement, in accordance with its terms.

8. INSURANCE AND INDEMNIFICATION

- A. Each party shall maintain liability insurance for the activities of the Sheriff in providing law enforcement services under this Agreement.
- B. The County and MCSO shall assume liability for, defend against and hold harmless the City of White Sulphur Springs from all costs or damages including attorney's fees for injury to person(s) or property caused by the negligence of or intentional misconduct of the Sheriff or any MCSO personnel in providing or failing to provide general law enforcement services to White Sulphur Springs.
- C. The City shall assume joint liability for, defend against and hold harmless the County and MCSO from all costs or damages including attorney's fees for injury to person(s) or property caused by the negligence of or intentional misconduct of the Sheriff or any MCSO personnel only when and to the extent the conduct involves the enforcement of the state law or a City ordinance within the City limits and involves enforcement which results in citations issued into the City Court, and the conduct does not otherwise violate a County or MCSO policy or procedure.
- D. Pursuant to §44-11-102 MCA, the City shall indemnify the responding peace officer for any liability or obligation to indemnify created by §2-9-305 in the performance of their duty within the City Limits or the donut, which is defined as one mile outside the city limits.

9. GENERAL PROVISIONS

- A. Additional Documents. The parties agree to make, execute and deliver any additional documents and instruments as may be necessary or appropriate to carry out the full intent and purpose of this Agreement.
- B. Assignment. This Agreement may not be assigned by either party.
- C. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument and each such counterpart shall be deemed an original hereof.
- D. Entire Agreement. This Agreement, together with any attachments hereto, contains the entire agreement of the parties with respect to the subject matter hereof and may be amended only in writing signed by both parties. All former oral or written agreements entered into with respect to such subject matter are revoked and superseded by this Agreement. No representations, warranties or inducements have been made by either of the parties as expressly set forth herein.
- E. Montana Law. This Agreement shall be governed for all purposes by the laws of the State of Montana. Any legal proceedings to enforce the terms of this Agreement must be commenced in the District Court of the Fourteenth Judicial District of the State of Montana, in and for the County of Meagher.
- F. Compliance with Law. The parties shall comply with all applicable federal, state and local law in performing under this Agreement.
- G. Severability. If any provision in this Agreement is declared void, such provision shall be deemed severed from this Agreement which shall otherwise remain in full force and effect.
- H. Construction of Agreement. Each party through its representatives and legal counsel have negotiated and drafted all terms and conditions of this Agreement and agree that no ambiguity is to be construed against any drafter thereof.

10. DURATION AND AMENDMENT

This Agreement shall be in effect for five (5) years from the date set for the above unless sooner terminated in accordance with Paragraph 12 below. Requests to amend this Agreement shall be in writing and mailed in accordance with the procedure outlined in Item 12 below. Any amendments or modifications to this Agreement, or any provisions hereunder, shall be made in writing and executed in the same manner as the original document and shall, after execution, become part of



this Agreement. This Agreement shall automatically renew for another 5 year term unless appropriate notice has been given.

11. AMENDED LAWS OR ORDINANCES.

If during the term of this Agreement any amendment(s) is made to the statutes and ordinances set forth above, the Parties shall comply with any and all such amended laws and ordinances.

12. TERMINATION

This Agreement may be terminated at any time upon the mutual written consent of the parties. Further, either party may terminate this Agreement by providing the other party ninety (90) days written notice. Said notice will be mailed via certified mail addressed to the other party at:

City of White Sulphur Springs  
ATTN: Mayor  
P.O. Box 442  
White Sulphur Springs, MT 59645

Meagher County Commission  
ATTN: Commission Chair  
PO Box 309  
White Sulphur Springs, MT 59645

In the event either party terminates this Agreement in conformance with this section, then until such time as a new agreement may be reached or the City shall constitute a police department in accordance with state law, or other appropriate arrangements have been made, MCSO shall provide law enforcement services as to the City in accordance with its statutory obligation as the County law enforcement agency.

In the event of a termination due to a dispute, the Parties shall submit the matter to the Public Safety Committee for non-binding dispute resolution prior to termination.

13. HEADINGS

The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Agreement.

14. AUTHORITY

The persons signing this Agreement warrant they are duly authorized to execute this Memorandum of Understanding on behalf of the parties respectively.

15. EFFECTIVE DATE

This Agreement will become effective on the date set forth above and shall continue in effect until it has been modified or terminated in accordance with the terms set forth in this Agreement.

16. EXECUTION AND DELIVERY OF COPIES

Upon execution by the appropriate and authorized officials in accordance with due and proper resolutions enacted by the governing bodies of the County and City, copies of this Agreement shall be filed in the offices of:

- Meagher County Clerk and Recorder
- Clerk of the City of White Sulphur Springs
- Meagher County Sheriff
- Montana Secretary of State

This Agreement entered into as of the day first written above by:

MEAGHER COUNTY, MONTANA

CITY OF WHITE SULPHUR SPRINGS

\_\_\_\_\_  
Ben Hurwitz, Chair  
Board of County Commissioners

\_\_\_\_\_  
Rick Nelson, Mayor  
City of White Sulphur Springs

MEAGHER COUNTY SHERIFF

\_\_\_\_\_  
Jon Lopp