

August 13, 2024

Contract 24-116

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Town of Cascade Law Enforcement and  
Prosecutorial Services Interlocal Agreement

**INITIATED & PRESENTED BY:** Capt. Landon Koteskey  
Cascade County Sheriff's Office

**ACTION REQUESTED:** Approval of Contract 24-116

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**BACKGROUND:**

The purpose of Contract 22-120 voted and approved on October 4, 2022, is to minimize cost and to maximize law enforcement efficiency and to minimize cost and maximize prosecutorial efficiency in the Town of Cascade.

Pursuant to Contract 22-120, Section 8, for each fiscal year, the CCSO shall provide the proposed Annual Financial Plan, Exhibit A, which is the yearly recalculation of the payment. Exhibit A provides the cost breakdown for the FY2025 period running July 1, 2024 – June 30, 2025.

**TERM:** July 1, 2024 – June 30, 2025

**AMOUNT:** Exhibit A:  $\$135,276.64/2 = \$67,638.32$  (Cost to Town of Cascade)  
 $\frac{1}{2}$  Due 7/31/24 = \$33,819.16  
 $\frac{1}{2}$  Due 1/31/25 = \$33,819.16

**RECOMMENDATION:** Approval of Contract 24-116

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **approve** Contract 24-116, the annual modification (Exhibit A) for the Town of Cascade Law Enforcement and Prosecutorial Services Interlocal agreement.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **disapprove** Contract 24-116, the annual modification (Exhibit A) for the Town of Cascade Law Enforcement and Prosecutorial Services Interlocal agreement.

**R0459824 CAG**

Total Pages: 16 R 0.00 By: tmarch 08/28/2024 02:51:00 PM  
Cascade County, Sandra Merchant - Clerk & Recorder



Exhibit A

Public Safety – Cascade Contract 07-01-2024 through 06-30-2025

2301- Public Safety 34.2022

Deputy 1<sup>st</sup> Class (w/o Coroner)      \$ 68,968.53 + \$ 1,800.00 = \$ 70,768.53

The Senior 1<sup>st</sup> Class Patrol Deputy (who worked all year) total earnings + Advanced Certificate + Shift Differential

Employer Contributions                \$ 24,141.21

For Senior 1<sup>st</sup> Class Deputy listed above

Yearly IT Expenses Per Deputy      \$ 1,796.71

Cost only reflects equipment upkeep and replacement (\* Not IT Staff)

Uniform Costs Per Deputy            \$ 59,482.38 / 37 = \$ 1,607.63

209-200.225

Firearms                                    \$ 32,630.57 / 37 = \$ 881.91

209-200.226

Training & SWAT                        \$ 47,517.47 + \$ 24,829.71 + \$ 36,527.31 = \$ 108,874.49 / 37 = \$ 2,942.55

209-300.370 + 209-300.380 + 209-200.228

2022 Vehicle Expenses                \$ 382,719.69 + \$ 6,198.71 + \$ 107,400.00 = \$ 496,318.40 / 37 = \$ 13,414.01

209-300.374 + 209-300.362 + 209-800.820

Insurance                                 \$ 24,029.01 + \$ 41,219.09 + \$ 6,575.22 = \$ 71,823.32 / 37 = \$ 1,941.17

209-500.510 + 290-500.513 + 209-500.514

Communications                        \$ 20,943.65 + \$ 595,739.00 - \$ 5,695.56 = \$ 610,987.09 / 37 = \$ 16,513.16

MDT Air Cards + 348-800.880 - Cascade 911 Quarters

M. Contracts, Supplies                \$ 23,194.46 + \$ 5,309.26 + \$ 9,738.45 + \$ 6,504.51 = \$ 44,746.68 / 37 = \$ 1,209.37

209-300.363 + 209-200.210 + 209-200.220 + 209-200.227

Special Projects                         \$ 1,568.14 + \$ 665.80 = \$ 2,233.94 / 37 = \$ 60.38

2301-270 + 2301-222

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Total                                    \$ 135,276.64 / 2 = \$ 67,638.32 → Cost to Town of Cascade


CONTRACT

24-116

Itemized Revenue:

2301-000 34.2021	1/2 Due 7/31/24	\$ 33,819.16	_____
	1/2 Due 1/31/25	\$ 33,819.16	_____

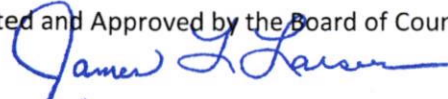
Dated and Approved by the Town Council of the Town of Cascade, Cascade County Montana on this \_\_\_\_\_ day of \_\_\_\_\_, 2024

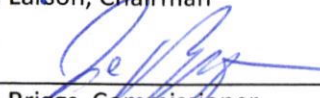
  
\_\_\_\_\_  
Wes Seabolt, Mayor

Dated and Approved by the Cascade County Sheriff, Cascade County Montana on this 2 day of Aug, 2024

  
\_\_\_\_\_  
Jesse Slaughter, Cascade County Sheriff

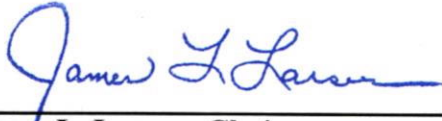
Dated and Approved by the Board of County Commissioners, Cascade County Montana on this 13<sup>th</sup> day of August, 2024

  
\_\_\_\_\_  
Jim Larson, Chairman

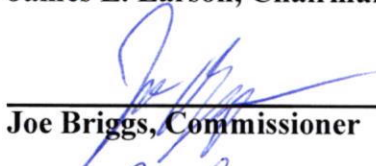
  
\_\_\_\_\_  
Joe Briggs, Commissioner

  
\_\_\_\_\_  
Rae Grulkowski, Commissioner

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**



James L. Larson, Chairman



Joe Briggs, Commissioner



Rae Grulkowski, Commissioner

Passed and adopted at Commission Meeting held on this 13th day of August 2024.

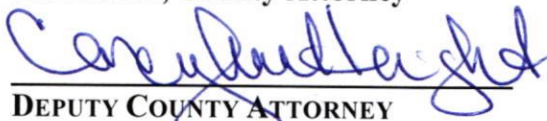
Attest

On this 13th day of August 2024, I hereby attest the above-written signatures of James L. Larson, Joe Briggs and Rae Grulkowski Cascade County Commissioners.



SANDRA MERCHANT, CASCADE COUNTY CLERK AND RECORDER

**\* APPROVED AS TO FORM:  
Josh Racki, County Attorney**

  
DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

**INTERLOCAL AGREEMENT**  
**FOR THE PROVISION OF LAW ENFORCEMENT SERVICES**  
**BY THE CASCADE COUNTY SHERIFF'S OFFICE TO**  
**THE TOWN OF CASCADE, MONTANA**  
**AND**  
**FOR THE PROVISION OF PROSECUTORIAL SERVICES BY THE CASCADE**  
**COUNTY ATTORNEY'S OFFICE FOR ALL FULL CUSTODY ARRESTS IN THE**  
**TERRITORIAL BOUNDARIES OF THE TOWN OF CASCADE, MONTANA**

**WHEREAS**, the Montana Interlocal Cooperation Act, codified at Mont. Code Ann. § 7-11-101, et seq., permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other local government units on the 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;

**WHEREAS**, the Interlocal Cooperation Act provides that public agencies, defined as any political subdivision, including municipalities, counties, school districts, and any agency or department of the state of Montana, may authorize and approve interlocal agreements with other public agencies to perform any administrative service, activity, or undertaking which such public agencies are otherwise authorized by law to perform (defined by Mont. Code Ann. § 7-11-103); and

**WHEREAS**, Cascade County is a corporate political subdivision of the State of Montana pursuant to Mont. Code Ann. §§ 7-1-2101 and 7-1-4121(15) and Mont. Const. Art. XI § 2, and as such is a "public agency";

**WHEREAS**, the Town of Cascade, a municipality wholly located within Cascade County, is an independent corporate political subdivision of the State of Montana pursuant to Mont. Code Ann. §§ 7-1-4101, 7-1-4121(9), 7-1-4121(15), and 7-1-4111(4) and as such is a "public agency," as defined by Mont. Code Ann § 7-11-103;

**WHEREAS**, the Cascade County Sheriff ("Sheriff") is the duly elected primary law enforcement officer for Cascade County pursuant to Mont. Code Ann. §§ 7-4-2203(1)(d), 7-4-3001, and 7-32-2121, and 45 Mont. Op. Atty Gen. No. 9;

**WHEREAS**, pursuant to 45 Mont. Op. Atty Gen. No. 9, the Sheriff's law enforcement authority extends over the entire county, including all municipalities and townships with the county;

**WHEREAS**, pursuant to Mont. Code Ann. §§ 7-32-4101 and 7-32-4102, the Town of Cascade must establish and maintain a police department in accordance with the provisions to Title 7, Chapter 32, Part 41, Mont. Code Ann.;

WHEREAS, pursuant to Mont. Code Ann. § 7-32-4301, MCA the territorial law enforcement jurisdiction of the Town of Cascade is presently limited to the territory within the corporate town limits;

WHEREAS, pursuant to Mont. Code Ann. § 7-4-4103(4)(b), the Town of Cascade may appoint a town marshal;

WHEREAS, Cascade County, the Sheriff, the Cascade County Sheriff's Office ("CCSO"), and the Town of Cascade desire and intend to have one or more deputies of the CCSO provide law enforcement services in lieu of a town marshal under the terms and conditions set forth herein; and

WHEREAS, Cascade County, the Cascade County Attorney's Office, and the Town of Cascade have determined it is in the best interest of all to allow the Cascade County Attorney's Office to prosecute all misdemeanor offenders where a full custody arrest is made

NOW, THEREFORE, pursuant to the Montana Interlocal Cooperation Act, and in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledge, Cascade County, the Sheriff, the CCSO, the Cascade County Attorney's Office, and the Town of Cascade hereby agree as follows:

**1. Purpose of Agreement.**

The purpose of this agreement is to minimize cost and to maximize law enforcement efficiency by mutually agreeing that the Sheriff and the CCSO will provide law enforcement services in lieu of a Town Marshal under the terms and conditions set forth herein; and further, to provide for law enforcement services to outlying areas in Cascade County outside the territorial jurisdiction of the Town of Cascade. It is also the purpose of this agreement, in an effort to minimize cost and maximize prosecutorial efficiency, that the Cascade County Attorney's Office will provide prosecutorial services for all misdemeanor offenders where a full custody arrest is made in the territorial law enforcement jurisdiction of the Town of Cascade and cited into Justice Court.

**2. Provision of Law Enforcement Services.**

By and through the deputies and other CCSO personnel which the Sheriff may assign to assist, the CCSO shall provide the following specified law enforcement services to the Town of Cascade:

- (A) preserving the peace, in accordance with Mont. Code Ann. § 7-32-2121(1);
- (B) arresting and taking before the nearest magistrate for examination all persons who attempt to commit or have committed a public offense, in accordance with Mont. Code Ann. § 7-32-2121(2);
- (C) preventing and suppressing all affrays, breaches of the peace, riots, and insurrections, which may come to the Sheriff's knowledge, in accordance with Mont. Code Ann. § 7-32-2121(3);

- (D) conducting regular patrol within the territorial law enforcement jurisdiction of the Town of Cascade;
- (E) conducting all necessary and reasonable investigation of public or government complaints indicating a possible or apparent commission of a public offense;
- (F) providing all necessary and reasonable law enforcement support services (technical and auxiliary) currently provided by the Sheriff and CCSO in support of such similar county law enforcement patrol, investigation, and enforcement services;
- (G) for the discretionary enforcement of Cascade town ordinances in accordance with the law. Accordingly, any and all costs associated with enforcement of those ordinances within the territorial law enforcement jurisdiction of the Town of Cascade shall be the responsibility of the Town of Cascade;
- (H) perform other duties that are required by law; and
- (I) attend a minimum of 6 Cascade Town Council meetings per contractual year, in order to keep lines of communication open.

However, notwithstanding any other provision of this agreement, the Sheriff and CCSO shall not be responsible;

- 1) to regularly attend proceedings of the City Court of the Town of Cascade, except in the performance of the above described law enforcement services;
- 2) to serve, enforce, or execute civil process issued by the City Court of the Town of Cascade; and
- 3) perform or provide any other Town function or service not expressly provided for under the terms of this agreement.

The Sheriff and CCSO shall provide the above-described law enforcement services twenty-four (24) hours per day within the corporate town limits of the Town of Cascade and such other areas as may hereafter be within the territorial law enforcement jurisdiction of the Town.

### **3. Minimum Hour Requirements and Scheduling.**

The Sheriff and deputies shall not be required to patrol the corporate town limits of the Town of Cascade continuously for twenty-four (24) hours each day, but the Sheriff and CCSO Personnel shall provide twenty (20) hours of law enforcement services per week (inclusive of patrol, calls, report writing, follow up investigation, SRO duties, evidence, Records Management and training) for the Town of Cascade, for a total of one thousand forty (1,040) hours each full year of this agreement. The CCSO can count hours spent responding to calls for service outside of a normal patrol period within the territorial law enforcement jurisdiction of the Town of Cascade toward meeting the twenty (20) hour per week requirement. In the event that the agreement period is

shorter than twelve (12) months, the total minimum law enforcement service hours required under this agreement for the partial year shall be calculated as follows: the total number of weeks CCSO provided law enforcement services multiplied by twenty (20) hours per week.

Each month the CCSO will provide the Town of Cascade a schedule showing the deputies generally assigned to work in or near the Town. The Town of Cascade recognizes this schedule is a fluid document that will change as necessary due to law enforcement needs. The Sheriff and CCSO shall provide these hours of law enforcement service in a fairly consistent manner, however, the total monthly hours for service may vary depending on weather conditions and activity.

Documentation showing the calls for service and time spent will be on the Monthly activity report.

The CCSO also agrees to provide staffing during the Cascade Rodeo, which is typically held for two (2) nights in August. As addressed in Section 8 below, the Town of Cascade will reimburse the CCSO for the actual expenses incurred to staff this event. The Town of Cascade will notify the CCSO of the date of the Rodeo at least thirty (30) days prior to the event.

Furthermore, the Town of Cascade agrees to notify the CCSO of any events they have knowledge of, have sponsored, or have planned, and where the attendance will likely be 100 or more people, at least thirty (30) days prior to the event so arrangements for staffing by the CCSO can be made. As addressed in Section 8 below, the Town of Cascade will reimburse the CCSO for the actual expenses incurred to staff these events.

#### **4. Management and Supervision.**

Except as otherwise provided by law, the Sheriff and the CCSO shall be exclusively responsible to manage and supervise the planning, organization, hiring, training, scheduling, operations, and direction of all law enforcement personnel and resources incident to the provision of law enforcement services under this agreement.

The Sheriff and CCSO shall give prompt and due consideration to all request for law enforcement services within the territorial boundaries of the Town of Cascade and shall in good faith make every reasonable effort to promptly respond and comply with such requests in accordance with generally accepted law enforcement practices and in the interests of justice and public safety. However, the Sheriff and CCSO retain the right to commit the deputies to respond and assist in law enforcement functions outside the territorial boundaries of the Town of Cascade in accordance with generally accepted law enforcement practices and in the interests of justice and public safety.

#### **5. Facilities, Personnel, and Equipment.**

The Sheriff and CCSO shall provide and maintain all equipment, personnel, and supplies necessary to provide the above-described law enforcement services to the Town of Cascade.

The Town of Cascade shall provide reasonable access to general office equipment currently located within the Cascade Town Hall for the purpose of conducting law enforcement business.

**6. Prosecution Services.**

Except for those prosecutions required by law or properly requested by the Cascade County Attorney to be commenced in District Court, and/or those criminal charges excepted below, all prosecutions for misdemeanor offenses and violations of the Town of Cascade's ordinances should be commenced in the City Court of the Town of Cascade and shall be prosecuted by the Town Attorney for the Town of Cascade.

However, all misdemeanor offenders who are taken into custody and booked into the Cascade County Detention Center will be cited into Justice Court and prosecuted by the Cascade County Attorney's Office. The Cascade County Attorney's Office shall be responsible for providing all equipment, supplies, and secretarial staff needed for such services. The Cascade County Attorney's Office shall be exclusively responsible to manage, supervise, and direct these prosecutions.

**7. Prisoner Expense and Fine Distribution.**

The Town of Cascade shall not be responsible to provide a Detention Center for any person detained by the Sheriff and/or CCSO in the course of providing law enforcement services under this agreement. In accordance with the provisions of Title 7, Chapter 32, Part 22, Mont. Code Ann., and in accordance with any applicable order of a court of competent federal or state jurisdiction, Cascade County shall maintain a Detention Center and shall be responsible for the costs associated with the detention of prisoners detained in the Detention Center for violation of state laws committed within the territorial boundaries of the Town of Cascade. However, in accordance with the provisions of Title 7, Chapter 32, Part 22, Mont. Code Ann., the Town of Cascade shall be responsible for the costs associated with the detention of any prisoners detained in the Detention Center for violation of Town ordinances.

In accordance with the provisions of Mont. Code Ann. § 46-17-303, and except as otherwise provided by law, all fines imposed and collected by the City Judge of the Town of Cascade shall be the property of the Town of Cascade, with the exception of any fines collected by the City Court relating to drug offenses. These fines shall be turned over to the CCSO for deposit into a drug forfeiture account pursuant to Mont. Code Ann. § 46-18-235(1)(b).

**8. Payment for Law Enforcement Services.**

For law enforcement services as described herein, the Town of Cascade shall make yearly payments to Cascade County throughout the terms of this Agreement. The total amount of the yearly payment will be determined by a formula, which is based on actual expenditures from the most recent Sheriff's Office Budget available. For example: to calculate the Town of Cascade's Law Enforcement costs for Fiscal Year ("FY") 2023, the Sheriff's Office would use the actual amounts from FY 2021. When calculating an expense per Deputy, the divider will be the actual number of Deputies paid for out of 209 – County Sheriff, in FY 2021, which is 37 as shown in Exhibit A.

For each fiscal year, the Sheriff's Office shall provide the proposed Annual Financial Plan, Exhibit A, which is the yearly recalculation of the payment, to the governing body of Cascade County and the Town of Cascade no later than April 1<sup>st</sup>, in advance of the upcoming fiscal year. No later than the first Thursday in June of each year, the respective governing bodies of Cascade County and the Town of Cascade shall, by resolution, approve or reject the proposed annual budget. If either governing body fails to timely approve the annual budget as required herein, then this agreement shall terminate the following month, effective on the first day of July of that year, unless otherwise agreed in writing by the governing bodies.

Exhibit A currently demonstrates the CCSO's actual expenses incurred in FY 2021, for the following funds: 2301-209 County Sheriff, 2301-222 STYLE, 2301-270 Animal Control, 2301-348 Public Safety Communications. This will be updated yearly.

The Town's yearly payment shall be made in two equal payments. The first payment is due on or before the third Tuesday of August, (hereafter "First Payment") and the second payment is due on or before the third Tuesday of January, (hereafter "Second Payment") as shown in Exhibit A.

In the event the Town of Cascade fails to make a timely payment as provided herein, and thereafter fails to make complete payment within five (5) business days of receipt of a written demand from Cascade County for payment of such deficiency, this agreement shall immediately terminate.

If Cascade County, the Sheriff and/or the CCSO are inclined or required to incur additional unbudgeted costs in any fiscal year, then Cascade County shall be exclusively responsible for such unbudgeted costs, except as the County may otherwise contract with the Town of Cascade to offset such budget deficiency for that fiscal year. If Cascade County seeks such contract, it must make a proposal to the Town of Cascade supporting such request on or before April 1<sup>st</sup>.

The Town of Cascade also agrees to separately reimburse the CCSO for staffing during the Cascade Rodeo and any other special events as deemed necessary by the CCSO, as discussed in Section 3. The Town of Cascade agrees to pay the actual Deputy expenses accrued to staff such events. The Town of Cascade agrees to pay the CCSO for these services within 30 days from the date of invoice.

#### **9. Payment of Prosecution Services for Full Custody Arrests.**

The Town of Cascade agrees to pay the Cascade County Attorney's Office a flat fee of Two Hundred Dollars (\$200.00) for all misdemeanor offenders taken into custody, booked into the Cascade County Detention Center, cited into Justice Court, and prosecuted by the Cascade County Attorney's Office.

Biannually, each fiscal year, the County shall provide the Town of Cascade an invoice for the total number of prosecutions conducted on behalf of the Town of Cascade in Justice Court during the prior six (6) months. This invoice will be submitted within 45 days following July 1<sup>st</sup> and 45 days following December 31<sup>st</sup>. Within thirty (30) days upon receipt of invoice, the Town of Cascade agrees to pay the Cascade County Attorney's Office a separate payment for all prosecutions conducted on behalf of the Town of Cascade in Justice Court.

**10. Reporting by Sheriff.**

On or before the fifteenth (15<sup>th</sup>) day of each month, the Sheriff and/or CCSO shall provide to the Town of Cascade reports for the preceding month, setting forth: (1) the number and incident type, as well as response times (call creation and end times) of all law enforcement calls for service in the Town of Cascade and (2) a list of all citations, including but not limited to all criminal and traffic citations, issued by the CCSO within the territorial boundaries of the Town of Cascade.

**11. Liability and Agency.**

The Sheriff and CCSO shall provide specified law enforcement services and the Cascade County Attorney's Office shall provide specified prosecutorial services to the Town of Cascade under this agreement as independent contractors to the Town of Cascade and as the duly authorized entities of Cascade County. The Town of Cascade shall not be liable for any claim or action that may arise as a result of any negligent or intentional conduct of the Sheriff, CCSO, and/or the Cascade County Attorney's Office in providing services under this agreement. However, by entering into and providing services under this agreement, Cascade County and the CCSO do not and shall not assume any liability otherwise attributable by law to the Town of Cascade arising from the Town's legal obligation to provide law enforcement services within its territorial boundaries.

This agreement shall not create any new or independent government agency. Further, this agreement shall not create an agency relationship between the Town of Cascade, Cascade County, the Sheriff, CCSO, and the Cascade County Attorney's Office except for the agency relationship created between the Sheriff and/or County Attorney and the Town of Cascade to the extent necessary and for the limited and sole purpose of giving official authority and effect to their official acts in the course of providing law enforcement services and/or prosecutorial services under this agreement within the territorial boundaries of the Town of Cascade.

The Sheriff, County Attorney, and their deputy(s), and/or any other persons employed by the CCSO and/or Cascade County Attorney's Office in providing law enforcement services and/or prosecutorial services under this agreement shall at all times exclusively be employees of Cascade County, and thus, shall have no entitlement or claim to any benefit, status, or right of employment of the Town of Cascade. The Town of Cascade shall not be liable for direct payments of salaries, wages, retirement, or any other compensation to such county officers and employees under this agreement.

**12. Insurance and Indemnification.**

Cascade County shall maintain liability insurance covering the Sheriff, the CCSO, and the Cascade County Attorney's Office and their personnel in the course of providing law enforcement and/or prosecutorial services under this agreement. Cascade County shall defend, indemnify, and hold harmless the Town of Cascade from all costs, legal expenses and fees, or damages for injury to persons or property caused by the negligence or intentional misconduct of its employees in providing or failing to provide law enforcement and/or prosecutorial services required under this agreement. The Town of Cascade shall defend, indemnify, and hold harmless Cascade County

and the Sheriff and any deputy(s) for any liability resulting from the negligent or intentional conduct of the Town of Cascade arising from its legal obligation to provide law enforcement services within its territorial boundaries.

**13. Unilateral Termination.**

Either party may unilaterally terminate this agreement by written resolution of its governing body and upon providing all other parties written notice of intent to terminate the agreement pursuant to this section. Termination under this section shall be effective only if the terminating party provides written notice of termination at least ninety (90) days prior to the date of termination. Upon such timely notice, this agreement shall terminate on the specified termination date. Upon termination under this section, Cascade County shall be entitled to the Town of Cascade's annual payment for each month in the fiscal year up until the point of termination. Cascade County will remit the remaining portion of the payment to the Town of Cascade, if any, after appropriate distribution to the County on the pro-rated basis.

**14. Duration.**

This agreement shall be effective upon the execution of all parties. The term of this agreement shall be from July 1, 2022, and continue through June 30, 2025.

**15. Distribution of Assets.**

Upon termination of this agreement, Cascade County, the Sheriff, the CCSO, and the County Attorney's Office shall retain and have exclusive title, responsibility, and control over all existing and after-acquired personnel, facilities, equipment, and other property acquired or employed by Cascade County in providing services under this agreement.

**16. Amendment.**

Except as otherwise expressly provided herein, this agreement may not be amended except by written agreement of the undersigned parties, in conformance with the requirements of the Montana Interlocal Cooperation Act, codified at Title 7 Chapter 11, Part 1, Mont. Code Ann., and any such statutes as may hereafter be amended.

**17. Time of Essence.**

Time is of the essence in the performance of all provisions and services of this agreement.

**18. Severability.**

If any term of this agreement should hereafter be declared or become void or unenforceable by judicial decree or operation of law, all other terms of this agreement shall continue to be effective unless the void or unenforceable terms materially defeat the manifest intent and purpose of this agreement.

**19. Merger.**

This agreement constitutes the entire agreement of the undersigned parties with respect to the matters addressed herein and supersedes any and all previous agreements or representations, if any, between the parties.

**20. Construction.**


In the event of any ambiguity or question of interpretation with regard to the construction of the provisions of this agreement, such ambiguity or question of interpretation shall not be construed against any of the undersigned entities. All provisions of this agreement shall be construed to affect the manifest intent and purpose of this agreement.

**21. Assent.**

Pursuant to Mont. Code Ann. § 7-11-104, the undersigned hereby authorize, approve, and execute the terms of this agreement.

**TOWN COUNCIL OF THE TOWN OF CASCADE, CASCADE COUNTY, MONTANA**

DATED AND APPROVED by the Town Council of the Town of Cascade, Cascade County, Montana, on this 16<sup>th</sup> day of August, 2022.

  
Murry S. Moore, Mayor

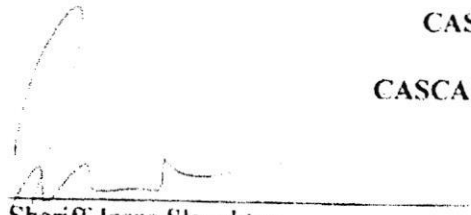
ATTESTED this 18<sup>th</sup> day of August, 2022.

  
Jodie Campbell, Town Clerk/Treasure

(TOWN SEAL)

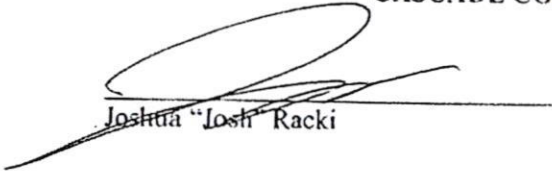
**CASCADE, MONTANA**

**CASCADE COUNTY SHERIFF**

  
Sheriff Jesse Slaughter

Dated this 9 day of SEPT, 2022.

CASCADE COUNTY ATTORNEY'S OFFICE

  
Joshua "Josh" Racki

Dated this 7 day of Sept, 2022.

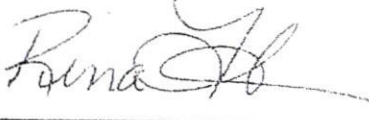
BOARD OF COUNTY COMMISSIONERS,  
CASCADE COUNTY

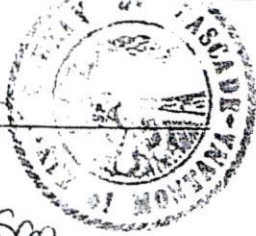
Excused  
Joe Briggs, Chairman

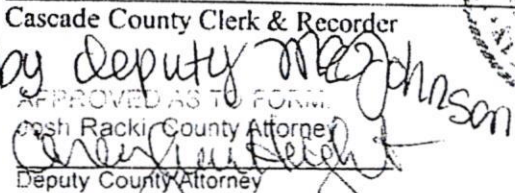
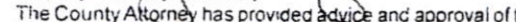
  
Don Ryan, Commissioner

  
Jim Larson, Commissioner

ATTESTED this 4<sup>th</sup> day of October, 2022.





Cascade County Clerk & Recorder  
by Deputy  Johnson  
APPROVED AS TO FORM  
Josh Racki, County Attorney  
  
Deputy County Attorney

The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

# Exhibit A

## Public Safety – Cascade Contract 07-01-22 through 06-30-23 2301- Public Safety 34.2021

Deputy 1 <sup>st</sup> Class (w/o Coroner) The Senior 1 <sup>st</sup> Class Patrol Deputy (who worked all year) total earnings + Advanced Certificate + Shift Differential	\$60,819.20 + 1800 + 520.00 = 63,139.20
	+
Employer Contributions For Senior 1 <sup>st</sup> Class Deputy listed above	\$19,462.14
	+
Yearly IT Expenses Per Deputy Cost only reflects equipment upkeep and replacement (* Not IT Staff)	\$1191.50
	+
Uniform Costs Per Deputy 209-200.225	\$25,207.15/37 = \$681.27
	+
Firearms 209-200.226	\$31,497.98/37 = \$851.30
	+
Training & SWAT \$2,810.69 209-300.370 + 209-300.380 + 209-200.228	\$26,355.91 + \$37,089.94 + \$40,549.65 = \$103,995.50/37 =
	+
2017 Vehicle Expenses = \$18,500.13 209-300.374 + 209-300.362 + 209-800.820	\$380,830.32 + \$10,959.18 + \$292,715.16 = \$684,504.66/37
	+
Insurance \$1,604.95 209-300.510 + 290-500.513 + 209-500.514	\$18,347.27 + \$35,076.77 + \$5,959.15 = \$59,383.19/37 =
	+
Communications 15,353.66 348-800.880 - Cascade 911 Quarters + MDT Air Cards	\$554,201.00 - \$4,783.29 + \$18,667.68 = \$568,085.39/37 =
	+
M. Contracts, Supplies \$38,106.81/37 = \$1,029.91 209-300.363 + 209-200.210 + 209-200.220 + 209-200.227	\$24,861.21 + \$3,535.52 + 3,047.05 + \$6,663.03 =
Special Projects 2301-270 + 2301-222	\$9,627.12 + \$1,945.44 = \$11,572.56/37 = \$312.77
<hr/> Total	<hr/> \$124,937.52/2 = \$62,468.76 → Cost to Town of Cascade

CONTRACT

22-120

The total amount rendered to Cascade County will be reduced \$20,000 each year, pursuant to all the terms and conditions listed in any "Resident Deputy Home Purchase" Contract, as noted in the Itemized Revenue below.

Itemized Revenue:

2301-000 34.2021	1/2 Due 7/31/22 \$31,236.80 - \$0,000 = <u>\$31,234.38</u>
	1/2 Due 1/31/23 \$31,236.80 - \$0,000 = <u>\$31,234.38</u>

Dated and Approved by the Town Council of the Town of Cascade, Cascade County Montana on this

8<sup>th</sup> day of August, 2022

Murry S Moore  
Murry S Moore, Mayor

Dated and Approved by the Cascade County Sheriff, Cascade County Montana on this 1 day of

Sept, 2022

Jesse Slaughter  
Jesse Slaughter, Cascade County Sheriff

Dated and Approved by the Board of County Commissioners, Cascade County Montana on this 14<sup>th</sup> day of October, 2022

James G Larson  
Jim Larson, Commissioner

Excused  
Joe Briggs, Chairman

Don Ryan  
Don Ryan, Commissioner

APPROVED AS TO FORM:

Josh Racki County Attorney  
Christina R. Smith  
Deputy County Attorney

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