## **Contract Service Agreement**

THIS AGREEMENT was made and entered into this 18<sup>th</sup> day of January 2023 between Benson County, North Dakota (hereinafter referred to as the County) and the City of Leeds, North Dakota (hereinafter referred to as the City). The parties to this contract hereby declare as follows:

- 1. That the City desires to contract with the County to perform certain law enforcement functions within its boundaries.
- 2. That the County agrees to provide such services on the terms and conditions hereinafter set forth.
- 3. This agreement is authorized and is not forbidden by the laws of the State of North Dakota.
- 4. This agreement shall be considered to have commenced on January 1, 2023 and shall be in effect for 3 years, concluding on December 31, 2026.

In consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

The County agrees, by and through the Benson County Sheriff, to provide municipal ordinance enforcement and other services related to public safety functions within the city's corporate limits.

Except as otherwise hereinafter specifically set forth, such service shall only encompass such duties and functions as come within the jurisdiction of and as are customarily rendered by the Sheriff of Benson County under the chapter of said County and statures of the State of North Dakota. The City does hereby empower the Sheriff's Department to exercise all police powers and duties of the city police officers while enforcing local ordinances. The services of the Benson County Sheriff's Department shall include the enforcement of state statues and such municipal ordinances to the City, as are the same type and nature enforced by the Sheriff.

In consideration for the services to be provided by the County, the City shall pay a monthly sum of \$600.00, which shall entitle the City up to 15 hours per month of municipal ordinance enforcement and law enforcement at community events such as street dances (Leeds Days) and related events.

The Benson County Sheriff, or his representative, agrees to periodically attend City Council meetings upon request of the City and will provide detailed written monthly reports concerning incidents within the City.

Dated the date hereinabove indicated.

Benson County Chairman, Board of Commissioners

City of Leeds, Mayor

ATTEST:

County Auditor

City Auditor

City Auditor

Benson County Sheriff

#412.