

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
FOR THE TOWN OF GREENSBORO**

THIS AGREEMENT, effective as of the _____, day of _____, 2016, is by and between **THE TOWN OF GREENSBORO**, a body politic and corporate and a municipal corporation existing under the laws of the State of Maryland within the boundaries of Caroline County, Maryland, (hereinafter referred to as the “Town”), the **SHERIFF OF CAROLINE COUNTY**, a State constitutionally elected official (hereinafter referred to as “Sheriff”), and **THE COUNTY COMMISSIONERS OF CAROLINE COUNTY, MARYLAND**, a body politic and corporate and a political subdivision of the State of Maryland (hereinafter referred to as the “County”).

WHEREAS, the Town desires to create an Agreement with the Sheriff and County for the provision of law enforcement services by the Sheriff for the Town;

WHEREAS, the Sheriff is willing to provide such services under the terms and conditions hereof; and

WHEREAS, the County is willing to provide such support services as specifically provided for herein;

NOW THEREFORE, the parties agree as follows:

1. The Sheriff, pursuant to the Rules and Regulations pertaining to the Provision of Contracted Law Enforcement Services, a copy of which is attached as Exhibit “A” and in consideration of the promises of the Town, does hereby agree to detail for staffing as needed to the Town a uniformed Sheriff’s deputy. The contracted deputy will work for the Town, a maximum of 10 hours and a minimum of 4 hours for each scheduled assignment. The Sheriff will make every attempt to provide personnel to meet this agreement through normal patrol operations, provided, however, that all obligations of the Sheriff under this paragraph 1 shall be subject to employee availability. This Agreement is in addition to any other agreements among the parties for less than full-time services to be provided to Greensboro.
2. Services under this Agreement shall commence on _____, 2016 and shall continue for an indefinite term until terminated in accordance herewith. This Agreement may be terminated at any time by any party as to the services or obligations of such party with thirty (30) days written notice to the other parties. Because the County, Sheriff, and Greensboro are government entities they may not enter into multi-year agreements (agreements that require expenditures beyond the current fiscal year) without either doing so as an issuance of debt, with accompanying legislation, or by including a non-appropriations clause in a contract or agreement. Therefore, anything in this Agreement to the contrary notwithstanding, should the County Commissioners of Caroline County, Maryland, the Town of Greensboro, or the Office of the Sheriff determine not to include

funding for this contract in any budget, or make such other budgetary decisions as to affect the ability to provide or pay for services under this Agreement for an upcoming fiscal year or portion thereof, such party shall be permitted to terminate its obligation pursuant to this Agreement upon thirty days written notice.

3. In exchange for the assignment of said police services, Town hereby promises and agrees to pay a standard flat rate amount. The standard flat rate amount is based upon total actual costs associated with the provision of police service and is subject to future fluctuation tied to actual costs. The parties agree to accept the standard flat rate, subject to fluctuation, provided that 30-days advance written notice of any change is provided to the Town.
4. The County agrees to serve as the billing and collection agent for the Sheriff for services and transactions under this Agreement, The Town shall make payment to the County on a calendar monthly basis. Payment shall be due within thirty (30) days of invoice. If any payment remains unpaid for a period of thirty (30) days beyond the due date, Sheriff and County reserve the right to terminate this Agreement in addition to pursuing other legal remedies available to collect the amount due and unpaid.
5. Town agrees that the Sheriff's Office Rules and Regulations and designated patrol coverage area, a copy of which is attached hereto as Exhibit "A." and Exhibit "B", will govern the operation and deployment of the contracted law enforcement services. The Sheriff may from time to time amend said regulations. Prior to amending the regulations, the Sheriff shall send a copy of said proposed amendments(s) to the Town at least thirty (30) days prior to their effective date to provide the Town an opportunity to review and comment upon said proposed amendment(s). Anything in this Agreement to the contrary notwithstanding, all personnel assigned pursuant to this Agreement shall, at all times, be subject to the direction and control of the Sheriff.
6. The Sheriff shall assume the normal and customary liability associated with the provision of contracted law enforcement services and shall carry appropriate liability insurance to cover same and shall pay all costs associated with the insurance coverage. All costs for liability insurance shall be reimbursed by the Town of Greensboro through normal billing by the County to cover the Sheriff's expenses. This will be figured in the monthly invoice to the Town of Greensboro.
7. This Agreement shall be governed and interpreted under the laws of the State of Maryland.

8. This Agreement represents the full and final agreement between the parties and may only be amended in writing signed by the parties.
9. Notices required hereunder shall be given in writing, by United States Postal Service, first class postage prepaid, the parties at the respective addresses listed below. Notwithstanding the foregoing, actual notice received in any manner shall constitute notice.

Notice if to Caroline County Commissioners:

Caroline County Commissioners
109 Market Street
Denton, Md. 21629

Notice if to Sherriff of Caroline County:

Caroline County Sheriff's Office
Sheriff Randy Bounds
101 Gay Street,
Denton, Md. 21629

Notice if to Town of Greensboro:

Town of Greensboro
113 South Main St.
Greensboro, Md. 21639

[Balance of page left intentionally blank. Signature follow.]

IN WITNESS WHEREOF, the parties have set their executed this Agreement.

TOWN OF GREENSBORO

Witness

Joseph Noon, Mayor

Approved for legal sufficiency:

Brynja Booth, Esq.
Town Attorney for Greensboro

SHERIFF OF CAROLINE COUNTY

Witness

John "Randy" Bounds, Sheriff

**COUNTY COMMISSIONERS OF
CAROLINE COUNTY, MARYLAND**

Jennifer M. Farina
Administrative Coordinator

Wilbur Levengood, Jr.
President

Approved for legal sufficiency:

Heather Price, Esq.
County Attorney

EXHIBIT “A”

CAROLINE COUNTY SHERIFF’S OFFICE RULES AND REGULATIONS

1. The Sheriff’s deputy involved in the provision of contract law enforcement services shall remain under the direct authority, supervision, and control of the Caroline County Sheriff’s Office at all times. The Commander, Patrol Operations Division, will supervise the deputy. All organization orders, regulations, and directives apply with full force to the deputy.
2. In keeping with contemporary management principles whereby no person should have more than one immediate supervisor, the deputy providing contract services shall receive orders by normal communication channels through the Sheriff’s Office Commander, Patrol Operations Division. The principal executive of the contracting jurisdiction or their designee shall deal directly with the Commander, Patrol Operations Division on all matters concerning the duties or performance of the deputy assigned to their community on a contract basis.
3. Matters concerning working hours shall be arranged by the Commander, Patrol Operations Division based on the needs of the contracting jurisdiction, considering input from the jurisdiction representative and the assigned deputy.
4. The deputy providing contract services shall be in uniform at all times during regular working hours unless a specific need arises and special permission is given by the Commander, Patrol Operations Division to work in civilian attire. The uniform of the day shall be governed by normal Sheriff’s Office policy.
5. The deputy assigned to a contracting jurisdiction shall not leave his/her agreed patrol area without the permission of the on duty patrol supervisor.
6. Agreed patrol area between Town and Sheriff will be the designated Caroline County Planning & Codes Department Map. Refer to Exhibit “B” for a detailed map of service area.

