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BUDGET & SHERIFF'S MOU

Dear Hon. Mayor Nici Haas:

You have asked for advice regarding whether or not the Town Commissioners may adopt Resolution 594-2023 adopting the Town's 2024 Budget on the condition that the Mayor enter a memorandum of understanding [MOU] with the Madison County Sheriff's Office [MCSO] for payment of law enforcement services. The purpose of this memo is to provide direction and suggestions to help the Mayor and Town Commissioners navigate the issues presented in a reasonable, legal and ethical manner.

This memo will not attempt to serve as an audit of the Town's budget as it relates to prior, existing or proposed law enforcement services, costs, mil levies and grant funding. Beyond the scope of this memo is a complete and thorough comparative analysis of existing levels of service versus the MCSO's proposed optional and alternative levels of services. Also beyond the scope of this memo is any attempt to provide a full restatement and complete chronology of all public hearings, public meetings, negotiations, public comments, discussions or communications [that may or may not be part of the public record] regarding the budget, law enforcement funding, municipal finance or Sheriff Hedges intents regarding the MOU proposed for the Town of Ennis that remains undetermined and undefined.

At this point in time, the Town Commissioners have not passed a Resolution adopting the Town's 2024 Budget and the time to do so within the time allowed by the state, including an extension granted by the state, has expired. Issues regarding unintentional failures in the public noticing process have contributed to the Town's default on the deadline to adopt a budget. Other factors may have caused or contributed to the default including the demands made that the Mayor enter an MOU with Madison County and the MCSO. Further delays appear to be the result of the inability to assemble a quorum for the public hearing and meeting scheduled for October 26, 2023.

The Town Attorney's concern, as previously stated in the prior public meetings, is that the

Town must be in compliance and that the Town should lead by example in maintaining compliance with its Charter, municipal finance law, public meetings law, and all other applicable Constitutional, state and federal rules and laws regarding its process and procedures, duties to its employees, fiscal responsibilities and obligations concerning public health, safety and welfare. There is no intent expressed or implied in this memo to undertake any finger-pointing, except that the Town Attorney feels that MCSO has not been proceeding in the most responsible manner and that as a result there has been much disinformation on display by many persons. The Town Attorney feels that the circulation of disinformation regarding the history of the Town's agreement to provide law enforcement services in cooperative agreement with Madison County and the MCSO explains partly the reason for the Town's budget crisis. The other part of the problem seems attributable to the MCSO's lack of good faith and fairness in the cancellation of the 2018 MOU and Sheriff's unreasonable, unexplained, unauthorized demands for a new MOU with resultant exorbitant costs.

MEMORANDUM OF UNDERSTANDING

In 2011, the Town entered a MOU with "*Madison County and the Madison County Sheriff's Office*" wherein the Town, County and MSCO all acknowledged and agreed "*that it is in the best interest of the County and the Town to have efficient and effective delivery of law enforcement and public safety service.*" The 911 dispatch and related cooperative law enforcement services are stated in the MOU which provides the following assessment of funds:

The Town will pay to the County Treasurer for the period from July 1, 2012 through June 30 2015 the sum equal to seventeen (17) mills upon the taxable valuation of the property assessed within the Town, which said amounts will be paid to the County in installments of one-twelfth (1/12) each, commencing July 1, 2012 and continuing at the first of each month thereafter until the full amount is paid to the County.

In the fiscal year 2017 – 2018 [the final year the 2011 MOU was effective] the Town paid Madison County \$40,249.08.

The 2011 MOU was repealed and replaced by Sheriff Roger Thompson in 2018 apparently after he realized that the Town was paying an exorbitant amount for law enforcement services in violation of the AG's Opinion and that the residents of Ennis were being subjected to double-taxation. In comparison to the 2011 MOU that required the "equivalent of (17) mils" paid to the count, Sheriff Roger Thompson's 2018 MOU reduced the mil value to 1 mil:

The Town will pay to the County Treasurer for the period from July 1, 2018 through June 30, 2019 the sum equal to one (1) mill upon the taxable valuation of the property assessed within the Town for each full-time officer position hired as an Ennis Police Officer ... and one half mill for each part-time or reserve officer hired by the Town ...

Sheriff Roger Thompson's 2018 MOU resulted in significant cost savings¹ to the Town with no reduction in levels of service: As stated above, the Town paid \$40249.08 to the Madison County in the final year that the 2011 MOU was effective. The chart compares the fiscal impacts regarding the 2011 MOU and the 2018 MOU.

MOU / Sheriff	Budget Year	Paid to County	Basis
2011	2017 - 2018	\$40,249.08	17 mils
2018 Thompson	2018 - 2019	\$3,972.09	1 mil x 1.5 officers
2018 Thompson	2019 - 2020	\$4,107.12	1 mil x 1.5 officers
2018 Thompson	2020 - 2021	\$2,831.61	1 mil x 1 officer
2018 Thompson	2021 – 2022	\$6,911.02	1 mil x 2 officers
2018 Thompson	2022 – 2023	\$6,911.02	1 mil x 2 officers
5 Year Total 2018 MOU Thompson		\$24,732.86	

1 The 2018 MOU significantly reduced the Town's budget as the MCSO was asking the Town to pay only for Radio Dispatch Services for law enforcement services. Radio Dispatch Services must be distinguished from 911 Dispatch which is provided by tax monies to Madison County. Radio Dispatch Services are best described as the services provided to officers on patrol above and beyond simply being dispatching to a scene – i.e. traffic information, CJIN, warrant confirmations, vehicle and person checks and related backup radio information service. The 2018 MOU remained effective without any issues under the direction of Sheriff Thompson, Sheriff Phil Fortner and the beginning of Sheriff Duncan Hedge's term. Sheriff Hedges sent a notice of cancellation 4/12/2023. During this same time period 2018 to present the 3 other incorporated municipalities in Madison County, namely Sheridan, Twin bridges and Virginia City have paid nothing for the same level of law enforcement services, except Virginia City has agreed to donate \$1,100 to the MCSO training fund in exchange for patrol services.

The 5 year sum of money paid to the county under the 2018 Thompson MOU was 61% of the amount paid to the county during the 1 final year that the 2011 MOU was in effect.

On an annual basis, comparing the final year of the 2011 MOU to the amount paid to the county under the 2018 MOU shows that the average cost reduction to the Town was approximately 88% discount.

What's more is that during the 5-years that Sheriff Thompson's MOU was effective there was no credible, verified complaint or substantiated report that law enforcement services in the Town of Ennis were lacking.

During the last several public hearings and meetings comments or suggestions were made that the EPD does not make enough arrests. Some comments were made that the EPD does not provide 24/7 on duty law enforcement, yet no reliable data has been offered to show how or why 24/7 on duty law enforcement officers are required based on available crime data and statistics. No one has offered to explain what the cost would be to the Town to provide law enforcement officers on duty 24/7 or where the appropriations would come from.

During the last several public hearings some information has been circulated suggesting that the cost for **2 Sheriff deputies patrolling Ennis 50% during the daytime and 50% during the night-time plus communications would be in excess of \$250,000. This is not 24/7 coverage.** No one has provided any explanation as to where the appropriations for this extraordinary cost would come from.

Moreover, no Sheriff appointed or elected in Madison County has made a public statement that the Ennis Police Department is lacking or that the Town requires full-time 24/7 on duty law enforcement officers to handle public safety.

SHERIFF HEDGES PROPOSED MOU

In April 2023, Sheriff Hedges sent a letter to Mayor Nici Haas canceling the 2018 MOU with a request to negotiate a new MOU. No explanation was provided for the cancellation notice. Sheriff Hedges' letter dated April 12, 2023, makes no mention of how or why the 2018 MOU was no longer feasible. No basis in fact or law is provided as to why a new MOU is required which is quite surprising as we know that the 2018 Thompson MOU served both the Town and Madison County without any problem.

In an attempt to follow-up on his cancellation notice, Sheriff Hedges sent 2 letters to Mayor Nici Haas each of which shows a manifest intent to escalate his demands to be paid more money for what the Sheriff is legally obligated to do.

In his letter dated July 18, 2023, Sheriff Hedges, apparently frustrated that his demands for a meeting with the Mayor were not be acceded to on his terms, arrogantly stated that the MCSO would provide support only for "active emergencies, in progress felonies and felonies committed against a person."

Effective immediately the Madison County Sheriff's Office will only respond to the following calls for service in Ennis: active emergencies, in progress felonies, felonies against a person.²

Sheriff Hedges didn't hold back. As if it was not enough to admit in writing that he was knowingly abandoning his statutory duties to enforce all laws throughout the county³ Sheriff Hedges continued to escalate the matter by adding a demand to renegotiate dispatch services:

Additionally. The fee for the use of the Madison County Communications Center dispatch services will need to be renegotiated.⁴

In August 2023, in response to Sheriff Hedge's cancellation notice and demand for payments for law enforcement services [that the Sheriff Hedges is required by law to

² Sheriff Duncan Hedges, Madison County Sheriff's Office 07-18-23 letter to Mayor Nici Haas.

³ "The duties of the sheriff include the duties to preserve the peace, arrest all persons who have committed a public offense, and prevent and suppress all breaches of the peace. MCA § 7-32-2121(1), (2), and (3) (1991). The sheriff is a county officer and his authority extends over the entire county, and includes all municipalities and townships within the county." 47 Op. Att'y Gen No. 9.

⁴ Sheriff Hedges 07-18-23.

provide] Mayor Nici Haas sent a letter to Sheriff Hedges asking among other things for Sheriff Hedges to explain under what authority Sheriff Hedges was acting. Mayor Haas asked Sheriff Hedges to explain if he was acting with the approval of the Madison County Commissioners. Mayor Haas asked Sheriff Hedges to explain if he was acting with the “full consent or knowledge of the County Attorney.” This point must not be overlooked. All prior MOU’s were executed by the County Commissioners and MCSO. If Sheriff Hedges is acting on his own or with the consent of the County Attorney and County Commissioners is critical to a full, transparent understanding of what is motivating the Sheriff to abandon his statutory while making unreasonable demands on the Town of Ennis and its taxpaying citizens.

To date, Sheriff Hedges has not answered the serious legal questions raised or ethical concerns in this case. Sheriff Hedges has not explained if he is acting with the consent or knowledge of the County Attorney or if his demands and disparate treatment of the Town of Ennis is with the approval of the Madison County Commissioners.

The Town Commissioners should be justly concerned that Sheriff Hedges may not be acting with the full authority, approval, knowledge or consent of the County Attorney and County Commission. The Town Commissioners should be equally, if not more concerned that the push to contract with the MCSO may be seriously compromised if Sheriff Hedges cannot provide a factual basis and legal authority in support of his demands. The Town Commissioners must ask themselves before voting on any MOU whether or not Sheriff Hedges is legally authorized to charge the Town of Ennis for law enforcement services where no similar such charges are imposed against Virginia City, Twin Bridges and Sheridan. The Town Commissioners must exercise due diligence and before approving any MOU, the Town Commissioners must be satisfied that the MOU is not illegal or violative of public policy or does not otherwise obligate the Town to payments where there are no present capital or identifiable appropriations available.

Sheriff Hedges has provided no response to the following: (1) failed to fully explain his actions and demands for money for law enforcement services; (2) failed to show that he is acting with the “consent or knowledge of the County Attorney; (3) failed to provide a Resolution from the County Commissioners authorizing his conduct, actions, and demands; and (4) failed to provide any reasonable or plausible explanation as to why Sheridan, Twin Bridges and Virginia City are not paying for law enforcement in the same manner as the Sheriff demands the Town of Ennis pay.

Because the Town has a fully funded police department with an acting Chief plus one full time officer it seems incredible that the Town would be charged more for law

enforcement services than the 3 other incorporated municipalities combined [which essentially pay nothing] that have no local police department. It makes no sense whatsoever that the Sheriff would demand extraordinary payments from the Town of Ennis, that has a fully funded police department, yet provides law enforcement services basically free of charge to 3 other incorporated municipalities. Sheriff Hedges has had ample opportunity to respond to Mayor Haas' serious questions posed in August, yet no explanation has been provided as to justify the **discriminatory** or **disparate** rates for law enforcement services to the Town of Ennis vs. Virginia City, Sheridan and Twin Bridges.

If the information is assumed to be correct that Sheriff Hedges has proposed to charge the Town approximately **\$250,000** for one daytime deputy 50% and one night-time deputy 50% plus communications. In hard numbers, Sheriff Hedges is proposing a whopping, unprecedented, in-explainable **THIRTY-FIVE (35) TIMES** increase in costs compared to the 2018 Thompson MOU that Sheriff Hedges intentionally canceled. This all comes about without any apparent authority or rationale.

PUBLIC HEARINGS AND BUDGET MEETINGS

On September 28, 2023, a public hearing and public meeting was held for the purpose of adopting the 2024 Budget. Much of the public comment and discussion included concerns about law enforcement services and the status of the MOU. At the public meeting of September 28, 2023, a motion was by Commissioner Corey Hardy to adopt the budget subject to the condition that the Mayor meet with Madison County Sheriff Duncan Hedges to contract the MOU by October 26, 2023. The motion was seconded and passed 3:1; however, the Resolution adopting the conditional budget failed because a public notice was not posted at the Ennis Library as required. The budget hearing and public meeting was rescheduled to October 12, 2023.

At the October 12, 2023, public meeting, Mayor Haas observed that the Resolution to adopt the budget had inadvertently been numbered incorrectly. Further defects in the public meeting process were observed by the Town Attorney regarding the lack of posting the budget in the public meeting packet and that the link on the Town's website referred to the previous year's budget and not the current proposed 2024 Budget. Because of these inadvertent defects in the Resolution and the fact that the proposed budget was not in the public meeting packet accessible online -- the meeting was adjourned with no vote on the budget.

The Town Attorney entered comments on the public record suggesting revisions to the public meeting process regarding posting and noticing the agenda, providing better public access to the public meeting packet and budget online, and providing better notice to the public as to how they might attend and participate in the budget hearing and meeting. The October 12, 2023, public meeting was continued to October 26, 2023.

Because of the repeated requests and pressing demands from members of the public and the Town Commission for the Mayor to contract with the Sheriff for law enforcement services the Mayor agreed to put the MOU on the public meeting agenda for discussion purposes on the October 26, 2023, agenda.

On Monday, October 23, 2023, the Town Attorney was informed that due to a lack of quorum the public hearing and meeting to adopt the 2024 Budget and discuss the MOU, scheduled for Thursday, October 26, 2023, was canceled. No explanation has been provided to the Town Attorney as to why a quorum of the Town Commission will not be available to adopt the 2024 Budget that is overdue. It should be noted that the state deadline for adoption of the 2024 Budget was October 1, 2023, and that the 2 week extension expired on or about October 15, 2023.

PUBLIC FINANCE LAW

No discussion of the budget or the Sheriff's MOU would be complete without notice of the following pertinent provisions of Montana Public Finance Law.

7-6-4003. Budget and levies supplied to department of administration. (1) A local government shall submit a complete copy of the final budget together with a statement of tax levies to the department of administration by the later of October 1 or 60 days after receipt of taxable values from the department of revenue. The county clerk and recorder shall make this submission for counties.

The Town Attorney is advised that the Town received its "taxable values" on August 8, 2023, thus the latter date of October 1, 2023, marks the deadline by which the Town was supposed to have submitted its budget to the MT Department of Revenue. Apparently, a 2-week extension was provided, but that extension has since expired as well. As a result of the missed deadline the Chief of Police was required to rescind a grant application for a 3rd officer as the Chief could not lawfully represent that the Town was in compliance with all local, state and federal laws. Because the Town missed the filing deadline under MCA 7-6-4003, an application submitted to secure grant funding in the amount of \$120,000 was required to be withdrawn.

Equally or perhaps more important than the budget deadline is the requirement that no money may be "*disbursed, expended, or obligated*" unless there is an identifiable source of the appropriation:

Appropriation Power -- Requirements

7-6-4006. (1) A governing body may appropriate money and provide for the payment of the debts and expenses of the local government.

(2) **Money may not be disbursed, expended, or obligated except pursuant to an appropriation for which working capital is or will be available.**

It is for this very reason and law that it is legally impossible to condition the adoption of the 2024 Budget on a condition that the Mayor must enter a contract with the County and the Sheriff that would “obligate” the Town to pay amounts that have yet to be determined and where no “appropriations” have been identified and no “working capital is or will be available.” MCA 7-6-4006.

45 ATTORNEY GENERAL OPINION NO. 9 (JULY 21, 1993)

The much talked about AG’s Opinion states in relevant part that the county sheriff must provide law enforcement services where such services are lacking:

The duties of the sheriff include the duties to preserve the peace, arrest all persons who have committed a public offense, and prevent and suppress all breaches of the peace. MCA § 7-32-2121(1), (2), and (3) (1991). The sheriff is a county officer and his authority extends over the entire county, and includes all municipalities and townships within the county. *State v. Williams*, 144 S.W.2d 98, 104 (Mo. 1940) (en banc); 80 C.J.S. Sheriffs and Constables § 36, at 205. Nonetheless, it is often customary for a sheriff to leave local policing to local enforcement officers. While the sheriff may, in the absence of information to the contrary, assume that a local police department will do its duty in enforcing the law, the primary duty of such enforcement is the sheriff’s and cannot be altered by custom. *Id.*

If the sheriff has reason to believe that the police force is neglecting its duty it is his duty to inform himself. And if he knows that the police are ignoring or permitting offenses his duty to prevent and suppress 45 Op. Att’y Gen. No. 9 Page 6 July

21, 1993 such offenses is the same as it would be if there was no municipality and no police force. Williams, 144 S.W.2d at 105.

I therefore conclude that the sheriff has the primary duty to enforce county and state laws throughout the county. If local enforcement is lacking, the sheriff must undertake such enforcement.

SHERIFF HEDGES DOES NOT GET TO DECIDE WHO HE SHALL SERVE AND PROTECT

LAW ENFORCEMENT DUTIES

In his letter dated July 18, 2023, Sheriff Hedges, apparently frustrated that his demands for a meeting with the Mayor were not be acceded to on his terms, arrogantly stated that the MCSO would provide support only for “active emergencies, in progress felonies and felonies committed against a person.”

In his own words, Sheriff Hedges has declared that the MCSO will not respond to or investigate misdemeanor crimes against a person whether or not in progress. Sheriff Hedges has made it clear that unless he gets his MOU, the Sheriff will not serve or protect anyone in Ennis that is only being mildly beaten and bruised, not hemorrhaging mortal wounds or suffering serious bodily injury. If anyone is suspected of DUI [1st, 2nd or 3rd], don’t bother calling Sheriff Hedges. Assault, disorderly conduct, stalking, negligent or child endangerment, elder abuse, reckless driving and almost all traffic violations, theft less than \$1,500 – not the Sheriff’s problem. How about in progress domestic violence? If your spouse or partner is throwing you around and threatening to harm you it’s probably only a misdemeanor so don’t even bother thinking of calling the Sheriff. Do the Town Commissioners really want to buy into this?

The Town Commissioners should send a clear convincing message to Sheriff Hedges, that no discussions or negotiations shall be had unless and until law enforcement services taxed to the citizens of Ennis are re-established as required by law.⁵

⁵ The Town Commissioners should not allow their constituents to be victimized or held hostage to the Sheriff’s predatory fiscal demands that go against all notions of good faith law and order, public policy, and the general well-being, health and safety of the community.

Sheriff Hedges is not a private contractor with the option to pack up his tools and walk-off the job site if his demands are not met. Sheriff Hedges is a duly elected public official who has taken an oath of office to uphold the Constitution and the laws of the State of Montana. Sheriff Hedges' office requires that he must execute his duties to protect the peace and serve the People of Madison County in its entirety. Sheriff Hedges does not have the luxury or option to decide which laws the MCSO shall enforce, what breaches of the peace the department will respond to, or what crimes his deputies will investigate. Sheriff Hedges does not get to decide who he will serve and protect.

FINDINGS OF FACTS

In order for the Town Commissioners to act by Resolution, the Commissioners must provide sufficient rationale, authority and findings of fact in support of any Resolution to defund the Ennis Police Department and contract with the County and MCSO to provide law enforcement services for the Town. No Resolution would sustain a challenge or review by a District Court if the Resolution is unsupported by sufficient **FINDINGS OF FACT** explaining in detail the public benefit and fiscal basis for entering into any MOU with the County and MCSO.

It bears repeating that the Town Commissioners should carefully consider all the facts and circumstances herein, and that the Town Commissioners may want to send Sheriff Hedges a clear and convincing message that the Town shall not engage in any formal discussions or negotiations unless and until all unsettled issues and questions raised have been thoroughly resolved and answered satisfactorily and all law enforcement services have been fully reestablished as required by law.

If the Commission's actions or omissions regarding the Budget & MOU are challenged in District Court, then it might be reasonable to expect that some or all of the following issues would be subject to review:

1. An explanation of the source of all revenues and the basis by which the Town of Ennis is expected to meet the financial obligations proposed by the MCSO for the next 10-years. MCA 7-6-4006.
2. MCA 7-32-4103 requires the local municipality to have a police department. The state law places the local police department under the control and command of the Mayor. Ennis Town Code Section 1-13-2 mirrors the state law placing command and control in the hands of the Mayor. The Ennis Chief of Police and First Officer are employees of the Town which makes them directly accountable to the Mayor. Should the Town Commissioners adopt a Resolution transferring

command and control of law enforcement in the Town's jurisdiction to the MCSO, the Commissioners would be required to provide Findings of Fact in support of such action. The Commissioners would have to explain the rationale basis for their action and how the transfer of command and control would be beneficial to the residents of the Town during times of emergency and how the transfer of control and management of law enforcement to the County center would be advantageous to public health, safety and general welfare of the community.

3. What assurances and guarantees would the Town of Ennis have in the MOU, that the Sheriff or his successor would not terminate the MOU and how would the Town Commissioner act to replace the local police department in the event of termination or skyrocketing costs making it unfeasible to continue with the MOU.
4. How would the Commissioners foresee terminating or seriously altering the 2 employment positions without following the Town's Personnel Handbook thereby triggering claims based on wrongful termination, constructive discharge, hostile work environment or related employment litigation.
5. State law requires that incorporated municipalities [Town of Ennis] must have a chief of police. MCA 7-32-4301: "There shall be in every city and town of this state a police department which shall be organized, managed, and controlled as provided in this part." The state law is codified by Ennis Town Code Section 1-13-2, which repeats the foregoing language and adds "The mayor shall appoint a chief of police to manage and direct the police department." (Ord. 137, 12-8-2011). As the Chief of Police is an appointed employee, the Chief is under the command and control of the Mayor who has supervisory powers over all employees. Knowing all this, the Town Commissioners would have to provide Findings of Fact in support of the abolishment of the EPD, and would have to pass and adopt a resolution repealing Resolution 566-2022, and presumably would have to provide for a Ballot Initiative to rescind the May 3, 2022, Mail Ballot Election that was approved by a majority of the electorate for the purpose of funding a second officer and securing funding for the EPD at certain levels established in the 2021-22 budget.
6. In the event of termination of the MOU for whatever reason – how would the Town reestablish a police department, at what cost, on what time frame, and who would even consider working for, restoring and rebuilding the local police department that had previously been defunded and eliminated for perceived political purposes.
7. The Commissioners would be required [in addition to the above] to explain with Findings of Fact as to how the EPD levels of service are lacking in such extent as to require the contract for additional services with the County and MCSO.
8. The Commissioners would be required to show that the MOU is not unlawful, motivated for political purposes, is legal, not violative of public policy and that the escalation of costs is justified knowing the disparate treatment of Ennis compared

to Virginia City, Sheridan and Twin Bridges.

9. The Commissioners would be required to show with detailed standard accounting methods the justification for the Sheriff's rates and services which appear to unexplained and grossly inflated over the 2018 MOU without any acceptable rationale or plausible justification.
10. On January 13, 2022, the Ennis Town Commission passed and adopted Resolution 566-2022 that authorized and allowed the "Ennis Police Department to increase services ... and add additional law enforcement hours for public safety." Resolution 566-2022 authorized a ballot initiative "asking for an additional \$50,000 being approximately 14.5 mills annually for the additional full time police officer." The May 3, 2022, Mail Ballot Election passed by a majority vote. The Ballot provides explicitly that the "Town of Ennis shall not reduce or offset the Ennis Police Department budget in any manner to be less than the Ennis Police Department budget for the Fiscal Year 2020 – 2021." The Mail Ballot has no expiration date. As such, the Mail Ballot Election cannot simply be overturned by the Town Commission, but would require repeal by the electorate.
11. Chief John Moore's training and credentials include professional firefighter, SRO, Paramedic, Peace Officer Basic, Intermediate, Advanced, Supervisor, Command, Instructor and other impressive law enforcement certifications. Moreover, Chief Moore has made Ennis home for him and his family. Chief Moore is highly experienced with the needs of the community and fully vested in policing Ennis for the safety of its residents, business owners, guests and general public – because this is his home. It seems unlikely that the deputies assigned by the MCSO will have nearly the same ties to the community and qualifications as Chief Moore. The Town Commission would have to provide Findings of Fact showing that the MOU will guarantee the same level of service provided by the EPD⁶ and that the

6 The Town Attorney's experience working with Madison County Sheriff's Office deputies is that the level of attention for detail, response to discovery requests and trial preparation is not even remotely comparable to the level of service provided by EPD. Example: EPD prepares reports and provides discovery on request. Working with the MCSO shows that it takes multiple phone calls, emails, and occasionally jumping through hoops to get reports, and the MCSO does not serve discovery. Example: Chief John Moore has made himself available via phone and email to the Town Attorney during day's off and vacation. Chief Moore's response to the Town Attorney's requests for background information or support is beyond anything that the MCSO has ever provided. Where Chief Moore will not hesitate to call back the Town Attorney, in comparison, it sometimes takes weeks to get a call back from MCSO deputy involved in a case. Example: There are not many trials in Ennis City Court, however, in one particular case involving carrying a concealed weapon the Sheriff's deputy showed up for trial without the sword and backpack that was held in evidence. As a result, the case was dismissed. Chief Moore has never shown up unprepared or lacking the very basic evidence necessary to prove the case. The Town Attorney's experience suggests that should the Town engage the MCSO as its stand alone law enforcement provider that additional cost may be incurred as a result if MCSO does not provide full support to the prosecutor.

deputies will have the same or comparable training, skills, credentials and certifications held by Chief Moore.

12. Finally, the Town Commissioners must find that it makes sense to entrust its public safety to Sheriff Hedges who has purposely, knowingly, and voluntarily abandoned his statutory law enforcement duties and proceeded on a path of negotiations with the Town in a manner that might be described as spiteful and discriminatory.

CONCLUSION

Because of the many serious issues concerning the overdue budget, law enforcement services, employment rights, and what appears to be an extraordinary departure from the status quo and grossly inflated funding request from Sheriff Hedges compared to the 2018 MOU; and because of the lack of any plausible authority or explanation as to the reason for the extraordinary inflated funding request from Sheriff Hedges; and because the Town already has received funding for the EPD by Resolution 566-2022 supported by the Mail Ballot Election; and because there appear to be no adequate, sufficient, identifiable or available working capital or appropriations available to meet Sheriff Hedge's proposed MOU; and because there remain any number of challenges [including wrongful termination and other related claims] facing the Town should the Commissioners decide to repeal its police department [required by state law and local ordinance]; and because the MCSO appears to be proceeding without the authority, consent, approval or knowledge of the County Attorney and / County Commissioners; and because Sheriff Hedges has yet to explain the obvious disparate and discriminatory treatment of the Town of Ennis vis a vie Virginia City, Twin Bridges and Sheridan; and because Sheriff Hedges appears to be proceeding in violation of the AG's Opinion [47 Op. Att'y Gen. No. 9 July 21, 1993]:

THEREFORE:

IT IS RECOMMENDED that the Town Commissioners act in accordance with all existing local, state, and federal rules, laws and guiding precedent and adopt and pass the budget for fiscal year 2024 – 2025 without any unlawful conditions or further delays.

IT IS FURTHER RECOMMENDED that the Mayor of the Town of Ennis should seek further guidance from the MT State Attorney General's Office by submitting a statement of facts, chronology, and information relevant to an inquiry regarding the questions and concerns raised herein particularly concerning the nature and circumstances of Sheriff Hedge's proposed MOU and the legality of the conditions, provisions, rates and practices therein.

Respectfully,

James T. Greenbaum, Esq.

Town Attorney

Reference materials attached 31 pages

- Local Government Budget Act “Money may not be disbursed, expended or obligated except pursuant to an appropriation for which working capital is or will be available.” MCA 7-6-4006(2)
- Police Department Authorized and Required MCA 7-32-4101 / Ennis Town Code 1-13-2
- Resolution 566-2022 authorizing Mil Levy to fund 2nd Officer EPD
- Mail Ballot Election May 03, 2022
- Duties of the Sheriff MCA 7-32-2121
- MT Attorney General Vol 45 Opinion No. 9
- 2011 MOU
- 2018 Sheriff Thompson MOU 1 Mil / full-time officer .5 Mil / part-time officer
- Sheriff Hedges MOU Cancellation Notice
- Sheriff Hedges 07-18-2023 letter “effective immediately” termination of all misdemeanor law enforcement in the Town of Ennis and felonies that are not in progress or not against a person
- Mayor Nici Haas letter to Sheriff Hedges requesting explanation of Sheriff’s actions & authority
- Sheriff Hedges August 21 letter with MOU options (17 Mils)
- Images unverified MOU budget

Montana Code Annotated 2021

TITLE 7. LOCAL GOVERNMENT

CHAPTER 6. FINANCIAL ADMINISTRATION AND TAXATION

Part 40. Local Government Budget Act

Appropriation Power -- Requirements

7-6-4006. Appropriation power -- requirements. (1) A governing body may appropriate money and provide for the payment of the debts and expenses of the local government.

(2) Money may not be disbursed, expended, or obligated except pursuant to an appropriation for which working capital is or will be available.

(3) Appropriations may be adjusted according to procedures authorized by the governing body for:

(a) debt service funds for obligations related to debt approved by the governing body;

(b) trust funds for obligations authorized by trust covenants;

(c) any fund for federal, state, local, or private grants and shared revenue accepted and approved by the governing body;

(d) any fund for special assessments approved by the governing body;

(e) the proceeds from the sale of land;

(f) any fund for gifts or donations; and

(g) money borrowed during the fiscal year.

(4) The governing body may amend the budget during the fiscal year by conducting public hearings at regularly scheduled meetings. Budget amendments providing for additional appropriations must identify the fund reserves, unanticipated revenue, or previously unbudgeted revenue that will fund the appropriations.

History: En. Sec. 14, Ch. 278, L. 2001.

MCA Contents / TITLE 7 / CHAPTER 32 / Part 41 / 7-32-4101 Police depar...

Montana Code Annotated 2021

TITLE 7. LOCAL GOVERNMENT

CHAPTER 32. LAW ENFORCEMENT

Part 41. Municipal Police Force

Police Department Authorized And Required

7-32-4101. Police department authorized and required. There shall be in every city and town of this state a police department which shall be organized, managed, and controlled as provided in this part.

History: En. Sec. 1, Ch. 136, L. 1907; Sec. 3304, Rev. C. 1907; re-en. Sec. 5095, R.C.M. 1921; re-en. Sec. 5095, R.C.M. 1935; amd. Sec. 1, Ch. 152, L. 1947; amd. Sec. 1, Ch. 72, L. 1949; R.C.M. 1947, 11-1801(part).

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1-13-2: POLICE DEPARTMENT AUTHORIZED AND REQUIRED:

There shall be a police department which shall be organized, managed, and controlled as provided in this chapter and it shall be known as the Ennis police department. The mayor shall appoint a chief of police to manage and direct the police department. (Ord. 137, 12-8-2011)

Ennis Town Code

1-13-2

RESOLUTION 566-2022

**A RESOLUTION OF THE ENNIS TOWN COMMISSION, STATE OF MONTANA,
STATING THE INTENT TO PLACE ON THE MAY 2022 MAIL BALLOT AN
INITIATIVE REQUESTING AN ADDITIONAL MILL LEVY BY RESIDENTS OF THE
TOWN OF ENNIS FOR LAW ENFORCEMENT SERVICES AND STAFFING**

WHEREAS, the Ennis Police Department has seen a significant increase in demand for services in the past seven years; and

WHEREAS, the Ennis Police Department has a need for an additional full-time officer; and

WHEREAS, the Town Commission has determined that to provide funding for the Police Department for a second full-time officer, the residents of the Town will be asked to vote for an additional \$50,000 being approximately 14.5 mills annually.

WHEREAS, the language on the ballot shall read:

**MILL LEVY TO FUND ADDITIONAL [SECOND] OFFICER OF THE ENNIS POLICE
DEPARTMENT**

The Town of Ennis shall be authorized to levy \$50,000 being approximately 14.5 mills recurring annually for the exclusive purpose of funding the Ennis Police Department. If adopted the funds shall be only for the purpose of retaining employment, salary, benefits, equipment, and training, of an additional / second officer of the Ennis Police Department. If adopted the Town of Ennis shall not reduce or offset the Ennis Police Department budget in any manner to be less than the Ennis Police Department budget for Fiscal Year 2020-2021. The fiscal impact on a home having a market value of \$100,000 is estimated to be \$19.53 each year of the levy, and \$39.06 on a home having a market value of \$200,000.

**NOW THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED BY THE
COMMISSION OF THE TOWN OF ENNIS, STATE OF MONTANA:** That to allow the Ennis Police Department to increase services now offered and add additional law enforcement hours for public safety it is the intent of the Ennis Town Commission to place on the ballot of the May 2022 election for the Town of Ennis, an initiative asking for an additional \$50,000 being approximately 14.5 mills annually for the additional full time police officer.

PASSED AND ADOPTED by the Ennis Town Commission at a regular session thereof held on the 13th day of January, 2022.

SPECIAL TOWN BALLOT ENNIS POLICE DEPARTMENT

MAY 3, 2022 MAIL BALLOT ELECTION

MIL LEVY TO FUND ADDITIONAL [SECOND] OFFICER OF THE ENNIS POLICE DEPARTMENT

Instructions to voters: Check the line by YES if you vote for adopting the mill levy for a second police officer, Check the line by NO if you vote against adopting the mill levy for a second police officer.

Shall the Town of Ennis be authorized to levy \$50,000 being approximately 14.5 mills recurring annually for the exclusive purpose of funding the Ennis Police Department. If adopted the funds shall be only for the purpose of retaining employment, salary, benefits, equipment, and training, of an additional / second officer of the Ennis Police Department. If adopted the Town of Ennis shall not reduce or offset the Ennis Police Department budget in any manner to be less than the Ennis Police Department budget for Fiscal Year 2020-2021. The fiscal impact on a home having an assessed value of \$100,000 is estimated to be \$19.53 each year of the levy, and \$39.06 on a home having an assessed value of \$200,000.

YES ____ vote for adopting mill levy to fund second officer

NO ____ vote against adopting mill levy to fund second officer

PASSED



Montana Code Annotated 2021

TITLE 7. LOCAL GOVERNMENT

CHAPTER 32. LAW ENFORCEMENT

Part 21. Sheriff's Office

Duties Of Sheriff

7-32-2121. Duties of sheriff. The sheriff shall:

- (1) preserve the peace;
- (2) arrest and take before the nearest magistrate for examination all persons who attempt to commit or have committed a public offense;
- (3) prevent and suppress all affrays, breaches of the peace, riots, and insurrections that may come to the sheriff's knowledge;
- (4) perform the duties of a humane officer within the county with reference to the protection of animals;
- (5) attend all courts, except municipal, justices', and city courts, at their respective terms or sessions held within the county and obey their lawful orders and directions;
- (6) command the aid of as many inhabitants of the county as are necessary in the execution of the sheriff's duties;
- (7) take charge of and keep the detention center and the inmates in the detention center, unless the detention center is operated by a private party under an agreement entered into under **7-32-2201** or by a detention center administrator or by another local government;
- (8) endorse upon all notices and process the year, month, day, hour, and minute of receipt and issue to the person delivering them, on payment of fees, a certificate showing the names of the parties, the title of the paper, and the time of receipt;
- (9) serve all process or notices in the manner prescribed by law;
- (10) certify in writing upon the process or notices the manner and time of service or, if the sheriff fails to make service, the reasons for this failure, and return the papers without delay;
- (11) take charge of and supervise search and rescue units and their officers whenever search and rescue units are called into service; and
- (12) perform other duties that are required by law.

History: (1) thru (10)En. Sec. 4381, Pol. C. 1895; re-en. Sec. 3010, Rev. C. 1907; re-en. Sec. 4774, R.C.M. 1921; Cal. Pol. C. Sec. 4176; amd. Sec. 1, Ch. 157, L. 1925; re-en. Sec. 4774, R.C.M. 1935; amd. Sec. 10, Ch. 535, L. 1975; Sec. 16-2702, R.C.M. 1947; (11)En. Sec. 1, Ch. 42, L. 1981; (12)En. Sec. 4401, Pol. C. 1895; re-en. Sec. 3030, Rev. C. 1907; re-en. Sec. 4794, R.C.M. 1921; Cal. Pol. C. Sec. 4193; re-en.

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VOLUME NO. 45

OPINION NO. 9

ARREST - Authority of police officers;
CITIES AND TOWNS - Authority to adopt ordinances prohibiting breaches of peace;
COUNTY OFFICERS AND EMPLOYEES - Sheriffs, their duties, number of deputies;
PEACE OFFICERS - Duties and authority of police officers and sheriffs;
POLICE - Arrest authority;
POLICE - Minimum number of officers in department;
POLICE DEPARTMENTS - Minimum number of officers;
SHERIFFS - Duties and authority;
SHERIFFS - Minimum number of officers in department;
MONTANA CODE ANNOTATED - Sections 7-32-2102, 7-32-2121, 7-32-4101, 7-32-4105, 7-32-4106, 7-32-4302, 45-2-101(48), 46-1-202(17), 46-6-210, 46-6-311;
MONTANA CONSTITUTION - Article XI, section 2;
OPINIONS OF THE ATTORNEY GENERAL - 42 Op. Att'y Gen. No. 8 (1987).

- HELD: 1. Montana Code Annotated § 7-32-4302 authorizes, but does not require, a city or town to enact ordinances to prevent acts or conduct calculated to disturb the public peace.
2. A city or town police officer acting within the officer's territorial jurisdiction may arrest a person for a violation of state law prohibiting offenses against public order regardless of whether the city or town has exercised its power to adopt an ordinance prohibiting breaches of the peace.
3. Each city or town must have a chief of police; no further police officers are required. Each county sheriff, except those in counties of the seventh class, must appoint an undersheriff. No other deputy sheriffs are required by law.
4. The sheriff has the primary duty to enforce county and state laws throughout the county. If local enforcement is lacking, the sheriff must undertake such enforcement.

Ms. Vicki Knudsen
Musselshell County Attorney
One Main Street
Roundup, MT 59072

Dear Ms. Knudsen:

You have requested my opinion on four questions I have rephrased as follows:

1. Does MCA § 7-32-4302 require that a city or town council adopt an ordinance or ordinances regulating breaches of the peace?
2. Do city or town police officers have any authority to arrest persons for breach of the peace if the city or town has not adopted an ordinance or ordinances regulating breaches of the peace?
3. Is there a statutory minimum number of officers that must be maintained in either a police or sheriff's department?
4. Is the sheriff required to enforce all county and state laws everywhere within the county, without regard to city or town boundaries?

Montana Code Annotated § 7-32-4302 provides:

Within the city or town and within 3 miles of the limits thereof, the city or town council has power to prevent and punish ... fights, riots, loud noises, disorderly conduct, obscenity, and acts or conduct calculated to disturb the public peace or which are offensive to public morals.

By its plain language, MCA § 7-32-4302 gives a city or town the authority to enact ordinances to prevent acts or conduct calculated to disturb the public peace. Accord State ex rel. Moreland v. Police Court of City of Hardin, 87 Mont. 17, 22, 285 P. 178, 180 (1930). See also 42 Op. Att'y Gen. No. 8 at 22, 26 (1987). However, there is no requirement in the statute that the city or town exercise this express grant of power.

In situations where a city or town has not exercised its authority to prevent and punish such acts or conduct by enacting an ordinance pursuant to MCA § 7-32-4302, you question whether a city or town police officer has authority to arrest an individual for breach of the peace. It is my opinion that a city or town police officer acting within the officer's territorial jurisdiction may arrest a person for a violation of state law prohibiting offenses against

public order regardless of whether the city or town has exercised its power to prohibit breaches of the peace by ordinance.

Montana Code Annotated § 7-32-4105 includes within the duties of the chief of police the duty "to arrest all persons guilty of a breach of the peace or for the violation of any city or town ordinance and bring them before the city judge for trial." MCA § 7-32-4105(1)(b) (1991). The language of the statute mandating that the chief arrest persons guilty of a breach of the peace or for violation of an ordinance would be redundant if his duties encompassed only arrests for breaches of the peace prohibited by city ordinance.

Additionally, it is clear that a city or town police officer is a peace officer under Montana law. MCA §§ 45-2-101(48), 46-1-202(17) (1991) ("Peace officer" means any person who by virtue of the person's office or public employment is vested by law with a duty to maintain public order and make arrests for offenses while acting within the scope of the person's authority"). See also Maney v. State, 49 St. Rep. 980, 842 P.2d 704 (1992) (recognizing Chinook city police officer is a peace officer).

Pursuant to MCA § 46-6-311(1):

A peace officer may arrest a person when no warrant has been issued if the officer has probable cause to believe that the person is committing an offense or that the person has committed an offense and existing circumstances require immediate arrest.

This statute does not restrict the arrest authority of a city or town peace officer to arrests for the violation of a city ordinance. In State v. McDole, 226 Mont. 169, 734 P.2d 683, 685 (1987), a Eureka city police officer arrested McDole for driving under the influence of alcohol in violation of a state law, MCA § 61-8-401. McDole argued on appeal that his arrest was illegal because it was made outside the Eureka city limits and without an arrest warrant. He argued that because the City of Eureka could not produce an ordinance authorizing its police officers to make arrests within five miles of the city limits in accordance with MCA § 7-32-4301, the police officer was without authority to arrest him. The Court held that McDole's arrest was proper because the officer had authority to make a warrantless arrest outside his jurisdiction in his capacity as a private citizen. In the McDole opinion, the Court noted, in dicta:

There is no question that Mr. McDole's arrest would have been legal under § 46-6-401(1)(d), MCA, [now MCA § 46-6-311(1)] if that arrest had been made within the Eureka city limits. Section 46-6-401(1)(d), MCA, provides:

the same conclusion reached years ago when the Montana Supreme Court analyzed substantially similar statutes:

The office of chief of police is required to be maintained. The subordinate offices need not be. They are created to meet the needs of the city; and if out of the necessities of any given case a reduction in the number of members of the force becomes imperative, patrolmen may be relegated to the eligible list[.]

State ex rel. Dwyer v. Duncan, 49 Mont. 54, 59, 140 P. 95, 97 (1914). Each city or town must have a chief of police; no further police officers are required.

My conclusion is similar with regard to a minimum number of members required in a sheriff's department. The constitution and statutes clearly contemplate the election of a county sheriff. Mont. Const. art. XI, § 2; MCA §§ 7-4-2203, 7-4-3001, 7-32-2101 to -2145. Additionally, "[t]he sheriff, as soon as possible after he enters upon the duties of his office, must, except in counties of the seventh class, appoint some person undersheriff to hold during the pleasure of the sheriff. Such undersheriff has the same powers and duties as a deputy sheriff." MCA § 7-32-2102(1) (1991). None of the other statutes regarding the power and authority of the sheriff to organize the department require the appointment of further officers. See MCA §§ 7-32-2104 to -2145 (1991). I therefore conclude that each county sheriff, except those in counties of the seventh class, must appoint an undersheriff. No other deputy sheriffs are required by law.

Finally, you have requested my opinion on the issue of whether the sheriff is required to enforce all county and state laws everywhere within the county, without regard to city or town boundaries. The duties of the sheriff include the duties to preserve the peace, arrest all persons who have committed a public offense, and prevent and suppress all breaches of the peace. MCA § 7-32-2121(1), (2), and (3) (1991). The sheriff is a county officer and his authority extends over the entire county, and includes all municipalities and townships within the county. State v. Williams, 144 S.W.2d 98, 104 (Mo. 1940) (en banc); 80 C.J.S. Sheriffs and Constables § 36, at 205. Nonetheless, it is often customary for a sheriff to leave local policing to local enforcement officers. While the sheriff may, in the absence of information to the contrary, assume that a local police department will do its duty in enforcing the law, the primary duty of such enforcement is the sheriff's and cannot be altered by custom. Id.

If the sheriff has reason to believe that the police force is neglecting its duty it is his duty to inform himself. And if he knows that the police are ignoring or permitting offenses his duty to prevent and suppress

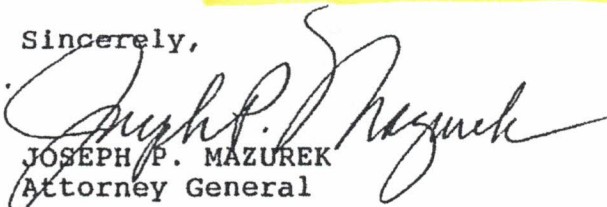
such offenses is the same as it would be if there was no municipality and no police force.

Williams, 144 S.W.2d at 105. I therefore conclude that the sheriff has the primary duty to enforce county and state laws throughout the county. If local enforcement is lacking, the sheriff must undertake such enforcement.

THEREFORE, IT IS MY OPINION:

1. Montana Code Annotated § 7-32-4302 authorizes, but does not require, a city or town to enact ordinances to prevent acts or conduct calculated to disturb the public peace.
2. A city or town police officer acting within the officer's territorial jurisdiction may arrest a person for a violation of state law prohibiting offenses against public order regardless of whether the city or town has exercised its power to adopt an ordinance prohibiting breaches of the peace.
3. Each city or town must have a chief of police; no further police officers are required. Each county sheriff, except those in counties of the seventh class, must appoint an undersheriff. No other deputy sheriffs are required by law.
4. The sheriff has the primary duty to enforce county and state laws throughout the county. If local enforcement is lacking, the sheriff must undertake such enforcement.

Sincerely,


JOSEPH P. MAZUREK
Attorney General

jpm/kcs/brf

"A peace officer may arrest a person when: ... (d) he believes on reasonable grounds that the person is committing an offense or that the person has committed an offense and the existing circumstances require his immediate arrest."

The hit and run accident in particular, as well as the reported erratic driving, clearly required Mr. McDole's immediate arrest in order to prevent his getting in additional accidents and possibly seriously injuring someone. In addition, the preservation of Mr. McDole's blood alcohol content required his immediate arrest.

(Citation omitted.) The reasoning of the Court supports my conclusion that, similarly, a city or town police officer has the authority to arrest an individual who violates state laws prohibiting breach of the peace if the arrest is made within the territorial jurisdiction of the officer and the existing circumstances require the individual's immediate arrest. MCA § 46-6-311. See also MCA § 46-6-210 (a peace officer may arrest a person when the officer has a warrant commanding that the person be arrested or when he believes on reasonable grounds that a warrant for the person's arrest has been issued).

Your second question concerns whether there is a statutory minimum number of officers that must be maintained in either a police or sheriff's department. Montana Code Annotated § 7-32-4101 requires that "[t]here shall be in every city and town of this state a police department which shall be organized, managed, and controlled as provided in this part." The statutes regarding the municipal police force also specifically refer to the chief of police, and include among the chief's duties the duty "to have charge and control of all policemen, subject to such rules as may be prescribed by ordinance." MCA § 7-32-4105 (1991). MCA § 7-32-4106(1) expressly gives the city council power to set the number of members of a police force, stating:

The city council shall have absolute and exclusive power to determine and limit the number of police officers and members to comprise the police force of any city, to reduce the number of the police force at any time, and to divide the police membership into two lists:

(a) one an active list, who are to be actually employed and receive pay while so employed; and

(b) one an eligible list, who shall not receive pay while not actually employed as an officer or member.

Reading and construing these statutes as a whole, as I must, Crist v. Segna, 191 Mont. 210, 212, 622 P.2d 1028, 1029 (1981), I reach

**Memorandum of Agreement
Between
Madison County in and through the Madison County Sheriff's Office
And
The Town of Ennis**

Whereas the Madison County Sheriff's Office hereafter referred to as the "county sheriff", has the primary duty to enforce all county and state laws throughout the county regardless of town boundaries.

Whereas the Town of Ennis, hereafter referred to as the "Town", is required to provide a Chief of Police, hereafter referred to as the "Ennis Police Department." The Ennis Police Department is created to meet the needs of the Town and is under the control and supervision of the Town Mayor.

Whereas it is in the best interest of the County and the Town to have efficient and effective delivery of law enforcement and public safety service.

The Town hereby enters into this Memorandum of Agreement with the County in and through the Madison County Sheriff's Office.

This agreement shall be effective July 1, 2012 and remains in effect through June 30, 2015. The Town or the County may withdraw from this agreement at any time upon thirty (30) days notice to the other party.

The County, in and through the Sheriff's Office, shall provide the same law enforcement and public safety services in Town as it does throughout the county.

By this Memorandum of Agreement the county sheriff shall provide the following to the Town:

- **Handle calls for service within the Town when the Ennis Police Department does not have an officer on duty**
- **Enforcement action taken by the Sheriff's office can be cited into Justice Court and prosecuted by the county attorney's office. Deputies have the discretion to cite violations of state law into city court if they deem it is more appropriate**
- **Back up and officer safety support,**
- **If requested, crime scene support- scene security, evidence collection, statement collection, victim advocate**

- Initial appearance prisoner transport- to and from the Ennis City Court or the Justice of the Peace when the Ennis Police Department is unavailable
- Back up and relief support for hospital pre-initial appearance (medical clearance) prisoner guard, emergency psychiatric hold for Crisis Response Team evaluation, or similar long-term watch situation
- Fourth of July parade and festivities support,
- Impromptu special event support- homecoming parade, etc.,
- Level I NCIC/CJIN services pursuant to all CJIN rules, regulations, and restrictions, including maintenance of necessary files to support these services
- Radio dispatch service
 - Authorization to use a primary radio frequency to make contact with the 911 center of the County for public safety services,
 - At the discretion of the county sheriff, provide authorization of tactical service channels reserved by the Sheriff's Office
- Provide a record of a calls for service handled by the Sheriff's Office to the police department within the Town to include:
 - Date and time
 - Location
 - Persons involved
 - Offenses or violations committed
 - Enforcement action taken (if any)

The Town, in and through the Ennis Police Department shall:

- Provide a police department consisting of a Chief of Police and other officers as determined by the Town
- When on duty, the Ennis Police Department shall be dispatched to handle calls for service within the Town
- Cooperate with investigations being handled by the Sheriff's Office,
 - Provide back up and officer safety support
 - Provide access to police reports and investigations
 - Crime scene support- scene security, evidence collection, statement collection
 - When it is in the best interest of the case or in the best interest for efficient and effective delivery of law enforcement services, upon request of the county sheriff, relinquish investigations of title 45 MCA violations or county ordinance violations to the county sheriff,
 - Within twenty-four (24) hours of the request, the county sheriff shall provide written notice that they will be taking responsibility for the case

- The Ennis Police Department shall place the written notice in the police investigative file and note in the officer's report the case is being handled
- When off-duty and possible, be available for dispatch to handle a call for service in Town
 - The Ennis Police Department will provide a weekly schedule to the sheriff dispatch center for police officer shift times and availability
- When a situation is located at the Madison Valley Medical Center, the county sheriff may request the Ennis Police to assist with back up and relief support for hospital pre-initial appearance (medical clearance) prisoner guard, emergency psychiatric hold for Crisis Response Team evaluation, or similar long-term watch situation where providing breaks and relief is necessary for officer safety
- Upon request, provide the county sheriff with drug recognition expert (DRE) evaluation services anywhere in the county.
 - The Ennis Police Department will perform DRE services in compliance with and under the guidelines of the Montana Highway Patrol DEC Program and State DRE Coordination
 - The county sheriff retains sole discretion to take enforcement upon completion of the evaluation
- Have jurisdiction over all violations and offenses under the Ennis Town Ordinances/Ennis Municipal Code

The Town will pay to the County Treasurer for the period from July 1, 2012 through June 30 2015 the sum equal to seventeen (17) mills upon the taxable valuation of the property assessed within the Town, which said amounts will be paid to the County in installments of one-twelfth (1/12) each, commencing July 1, 2012 and continuing at the first of each month thereafter until the full amount is paid to the County.

Signature page for Memorandum of Agreement between Madison County in and through the Madison County Sheriff's Office and the Town of Ennis

Dated this _____ day of _____, 2011,

Chairman, Board of County Commissioners

Dated this _____ day of _____, 2011

Sheriff of Madison County

Dated this _____ day of _____, 2011

Mayor, Town of Ennis

Dated this _____ day of _____, 2011

Chief of Police, Town of Ennis



Memorandum of Agreement

Between

Madison County in and through the Madison County Sheriff's Office

And

The Town of Ennis

Whereas the Madison County Sheriff's Office hereafter referred to as the "County Sheriff", has the primary duty to enforce all county and state laws throughout the county regardless of town boundaries.

Whereas the Town of Ennis, hereafter referred to as the "Town", is required to provide a Chief of Police, hereafter referred to as the "Ennis Police Department." The Ennis Police Department is created to meet the needs of the Town and is under the control and supervision of the Town Mayor.

Whereas it is in the best interest of the County and the Town to have efficient and effective delivery of law enforcement and public safety service.

The Town hereby enters into this Memorandum of Agreement with the County in and through the Madison County Sheriff's Office.

This agreement shall be effective July 1, 2018 and remains in effect through June 30, 2019. The Town or the County may withdraw from this agreement at any time upon thirty (30) days notice to the other party. If any party desires to renegotiate changes in this agreement, the party seeking changes shall give written notice to the other party no later than (30) days prior to any changes taking effect. Notification shall state in writing the changes sought. If no changes are made to this agreement or if neither of the parties requests to withdraw from this agreement, the agreement will automatically renew on July 1 of each subsequent years.

The County, in and through the Sheriff's Office, shall provide the same basic law enforcement and public safety services and coverage in Town as it does throughout the county with no additional costs to the Town. For the purpose of this agreement, "basic law enforcement and public safety services and coverage" is 24/7 responses to calls for service, random patrol of the Town, and any other duty that is no different than Sheriff's Office functions provided to un-incorporated areas of Madison County.

The Madison County Sheriff's Office may bill the Town for specific law enforcement services requested by the Town that may include special investigations, specific law enforcement projects, specifically requested traffic enforcement and/or anytime the Town wants added law enforcement services above that of "basic law enforcement and public safety services and coverage" provided.

Community events that occur in Ennis but serve the county and other populations may be billed for as a specific law enforcement service but would be negotiated on a case by case basis between the Town and the County Sheriff. Primary considerations would include duration of events, timeliness of the request, whether the event is profit orientated or not and the number of events the Town requests during any particular period of time.

The cost of specific law enforcement services will be based on an hourly overtime rate for that of a 10 year Sheriff's Office deputy as recorded on the Madison County Sheriff's Office Personnel Schedule adopted yearly by the County. The County Sheriff provides, for this rate of pay, a fully equipped deputy with a marked patrol vehicle and all related support services provided to that deputy by the County Sheriff for on-duty work.

2018 hourly charge rate: \$36.78/hour/deputy

Law enforcement responses for calls for service within Ennis will be handled by both Ennis Police Department and Madison County Sheriff's Office in the following manner:

- When on duty, the Ennis Police Department shall be dispatched to handle calls for service within the Town

- When the Ennis Police Department does not have an officer on duty,

The Madison County Sheriff's Office will handle calls for service within the Town but notify off-duty Ennis Police Department designee of significant events in Ennis as soon as practical. (*MCSO may request off-duty EPD assistance at the EPD's designated phone number.)

- When both Ennis Police Department and Madison County Sheriff's Office are both off-duty, EPD may be available to handle calls for service in town and provide backup as requested. The Sheriff Dispatch Center shall attempt to contact EPD while off-duty at the EPD's designated phone number. If there is no answer, the Madison County Sheriff Dispatch Center should assume that EPD is not available at that time and notify the Madison County Sheriff's Office to handle the call for service.

By this Memorandum of Agreement the Madison County Sheriff's Office shall provide the following to the Town:

- Enforcement action taken by the Sheriff's Office can be cited into Justice Court and prosecuted by the county attorney's office. Deputies have the discretion to cite violations of state law into city court if they deem it is more appropriate
- Handle emergent town ordinance violations if Ennis Police Department is off-duty (i.e. vicious animal in progress, neighbor dispute over ordinance violation, etc.)
- Back up and officer safety support,
- If requested, crime scene support- scene security, evidence collection, statement collection, victim advocate
- Initial appearance prisoner transport- to and from the Ennis City Court or the Justice of the Peace when the Ennis Police Department is unavailable
- Conduct initial booking of Ennis Police Department arrestees including initial transport of arrestee to a Madison County contract jail facility.

- Back up and relief support for hospital pre-initial appearance (medical clearance) prisoner guard, emergency psychiatric hold for Crisis Response Team evaluation, or similar long-term watch situation
- Level I NCIC/CJIN services pursuant to all CJIN rules, regulations, and restrictions, including maintenance of necessary files to support these services
- Radio dispatch service
 - Authorization to use a primary radio frequency to make contact with the 911 center of the County for public safety services,
 - At the discretion of the Sheriff's Office, provide authorization of tactical service channels reserved by the Sheriff's Office
- Provide a record of a calls for service handled by the Sheriff's Office to the police department within the Town to include:
 - Date and time
 - Location
 - Persons involved
 - Offenses or violations committed
 - Enforcement action taken (if any)

The Town, in and through the Ennis Police Department shall:

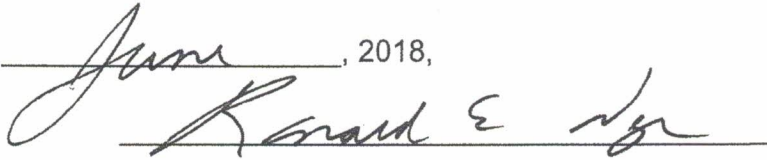
- Provide a police department consisting of a Chief of Police and other officers as determined by the Town
- Cooperate with investigations being handled by the Sheriff's Office,
 - Provide back up and officer safety support
 - Provide access to police reports and investigations

- Crime scene support- scene security, evidence collection, statement collection
- The Ennis Police Department will provide a weekly schedule to the Sheriff Dispatch Center for police officer shift times and availability
- When a situation is located at the Madison Valley Medical Center, the Sheriff's Office may request the Ennis Police to assist with back up and relief support for hospital pre-initial appearance (medical clearance) prisoner guard, emergency psychiatric hold for Crisis Response Team evaluation, or similar long-term watch situation where providing breaks and relief is necessary for officer safety
- Have jurisdiction over violations and offenses under the Ennis Town Ordinances/Ennis Municipal Code. Ennis Police Department will handle town ordinance calls for service while on-duty. Town ordinance violations that result in a call for service while EPD is off-duty can be forwarded to Ennis Police Department by MCSO Dispatch and/or deputies via telephone or e-mail.

The Town will pay to the County Treasurer for the period from July 1, 2018 through June 30, 2019 the sum equal to one (1) mill upon the taxable valuation of the property assessed within the Town for each full-time officer position hired as an Ennis Police Officer for the Town of Ennis and one half mill for each part-time or reserve officer hired for the Town of Ennis for the purposes of supporting dispatch services for the Town. Said amount will be paid to the County in June of each year prior to the fiscal year ending July 1 of that same year.

Signature page for Memorandum of Agreement between Madison County in and through the Madison County Sheriff's Office and the Town of Ennis

Dated this 12th day of June, 2018,



Chairman, Board of County Commissioners

Dated this 14 day of JUNE, 2018,



Sheriff of Madison County

Dated this 14 day of June, 2018,



Mayor, Town of Ennis

Dated this 15th day of June, 2018,



Chief of Police, Town of Ennis



April 12, 2023

Town of Ennis
Attn: Mayor Nici Haas
328 W. Main Street
Ennis, MT 59729

Re: Notice of Withdrawal from Memorandum of Agreement (MOU) for Law Enforcement Services in the Town of Ennis

Mayor Nici Haas,

This letter shall serve as notice of Madison County's withdrawal, effective June 30, 2023, from the MOU for Law Enforcement Services in the Town of Ennis. Until June 30, 2023, Madison County will continue to abide by the terms of the MOU and work to renegotiate a new agreement with the Town of Ennis.

Please advise as to when the Town of Ennis would like to meet to discuss this matter. We look forward go working towards a mutually beneficial agreement.

Respectfully,

A handwritten signature in black ink, appearing to be "D. H.", is written over a horizontal line.

Sheriff of Madison County

A handwritten signature in black ink, appearing to be "D. W. Althaus", is written over a horizontal line.

Chairman, Board of Madison County Commissioners



TOWN OF ENNIS

P.O. Box 147
ENNIS, MT 59729
PHONE (406) 682-4287
FAX (406) 682-5011

Dear Sheriff Hedges,

Two years ago, the voters of Ennis chose to fund a second police officer by approving the second officer the voters have reduced the burden on the Sheriff's Office coverage. The taxpayers and voters of Ennis do not ask for additional services from the Sheriff's Office. They only demand what they pay for in their taxes which is Sheriff's Office coverage that is provided to the rest of the county also be fairly provided within the Town of Ennis.

The Ennis Police Department works hours based on call volume. The significant majority of calls for service, not including traffic stops and parking enforcement occur between the hours of 0600 and 1800 hours. This is where the Police Department's services are needed and utilized by the residents. The Ennis Police Department has provided a presence at major events in Town including TAP into Ennis, DOR Meeting, 4th of July Parade, POW/MIA Ride as well as other Town events. Your statement about the Police Departments presence at events is inaccurate.

The Town of Ennis has provided their schedule to the Sheriff's Office thorough the Sheriff's Office scheduling program since at least June 2018 on the Alatec scheduling webpage for all Sheriff's Office employees to see. By providing this schedule the Police Department allows the Sheriff's Office Administrators, Dispatchers, and Deputies to know when the Police Department is available and on shift. The employees of the Police Department are entitled to time off and allowed to have time with their families, friends, and socially interact without being required to respond to calls the Sheriff's Office apparently does not feel the duty to respond to.

Montana Code 7-32-4101 does in fact state: Police department authorized and required. The Town meets this requirement by having at least one officer, the Chief of Police. Attorney General Opinion 45-009 clearly states: "Each city or town must have a chief of police; no further police officers are required. Each county sheriff, except those in counties of the seventh class, must appoint an undersheriff. No other deputy sheriffs are required by law." It is curious how Twin Bridges, Sheridan, and Virginia City are conveniently ignored when it comes to the state law requiring a police department.

By the Ennis Police Department using the Sheriff's Office scheduling software the Sheriff's Office should clearly be aware of the hours the Police Department is staffed and the hours that no Ennis Police Department staff are on duty and Sheriff's Office coverage is required. Attorney General Opinion 45-009 states: "If the sheriff has reason to believe that the police force is neglecting its duty it is his duty to inform himself. And if he knows that the police are ignoring or permitting offenses his duty to prevent and suppress such offenses is the same as it would be if there was no municipality and no police force." and "The sheriff has the primary duty to enforce county and state laws throughout the county. If local enforcement is lacking, the sheriff must undertake such enforcement.

The Town of Ennis will not pay for Sheriff's Services provided to the rest of Madison County that our taxpayers already pay for and shall be provided by the Sheriff's Office Montana Code 7-32-2121.

The Town of Ennis is not Madison Counties piggybank. What you are demanding is the Town essentially double tax our residents for Sheriff's Office coverage. Our tax payers already pay for Sheriff's Office coverage which you are refusing to provide and you are asking the Town to take the taxpayers money and pay the Sheriff's office again, double taxing our taxpayers for services they already pay for. In fact the Police Department having two police officers reduces the burden on the Sheriff's Office Deputies responding to Town calls.

You fail to cite any specific Montana code(s) that specifically authorizes the Madison County Sheriff, a duly elected official, to unilaterally demand payment for services that the Madison County Sheriff & #39; s Department is legally obligated to provide and does so provide to other incorporated municipalities. Please explain and provide citation to the Montana Code Annotated that provides specific authorization for the Madison County Sheriff to negotiate on behalf of the County any Memorandum of Understanding or Interlocal Agreement without the full consent or knowledge of the County Attorney and without a Resolution from the County Commissioners authorizing such demands for payment made in disregard of the Attorney General's Opinion.

It is in fact the duty of the Chief of Police to maintain law and order within the Town of Ennis. The voters, Town Commission and Mayor have authorized two officers for the Ennis Police Department. The Chief of Police is only able to provide services based on the staffing and budget permitted. The Sheriff's Office is aware of the limited staffing, provided the schedule, and is required to provide law enforcement services throughout the county and shall provide services when the local police department is lacking.

Your opinion of Ennis Officers only being permitted to provide Law Enforcement services within the Town limits is incorrect Montana Code 7-32-4301 provides the correct information and is authorized by Town Code 1-13-9.

We appreciate your offer to charge the Town more money for your" consulting services", and respectfully decline. The Sheriff's Office providing suggestions on how a municipal police force provides services is like comparing apples to oranges while they are both law enforcement entities they do very different jobs in a very different way.

If you cannot provide accurate citations to provisions of the law that fully authorize your conduct and unprecedented demands for law enforcement fees please kindly desist.

The town is willing and has always been willing to negotiate the dispatch services that go above and beyond the standard services required by law and provided to the rest of the emergency responders in Madison County.

I am in the Town Hall Office Monday August 28th if you would like to negotiate the dispatch services.

Respectfully,

Nicole Haas



MADISON COUNTY SHERIFF'S OFFICE
VIRGINIA CITY, MT

Mayor Nici Haas
328 W. Main Street
Ennis, MT 59729

Re: Expiration of Memorandum of Understanding (MOU) – Town of Ennis, Ennis Police Department and Madison County Sheriff's Office

Dear Mayor Haas,

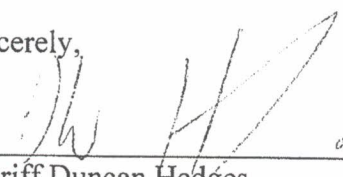
On April 11, 2023, the Madison County Sheriff's Office transmitted a letter to the Town of Ennis (Ennis) to provide notice that the MOU between the Ennis Police Department and the Madison County Sheriff's Office would expire on June 30, 2023. On April 26, 2023, we had an informal conversation regarding a new MOU. We were scheduled to meet with you on June 19, 2023, however, no representative for the Town of Ennis appeared.

Effective immediately the Madison County Sheriff's Office will only respond to the following calls for service in Ennis: active emergencies, in progress felonies, and felonies committed against a person. Any reports and/or documentation will then be forwarded to the Ennis Police Department for further investigation.

Additionally. The fee for the use of the Madison County Communications Center dispatch services will need to be renegotiated.

We invite you to contact us and schedule a meeting to work towards a new MOU that will assist both agencies in protecting and serving the citizens of Madison County.

Sincerely,


Sheriff Duncan Hedges
Madison County Sheriff's Office

07-18-23

5 Placer Loop / PO Box 276
Virginia City, MT 59755

(406) 843-5301

(406) 843-5351

www.madisoncountymt.gov



**MADISON COUNTY SHERIFF'S OFFICE
VIRGINIA CITY, MT**

August 21, 2023

Town of Ennis
328 West Main St
Ennis, MT 59729

**RE: Memorandum of Agreement (MOA) - Town of Ennis, Ennis Police Department and
Madison County Sheriff's Office**

Dear Mayor Haas,

It has become logistically and financially burdensome and impractical to continue to provide law enforcement services to the Town of Ennis. The Madison County Sheriff's Office has an obligation to the entirety of Madison County and its citizens, not just Ennis. Furthermore, the Ennis Police Department has had a continued practice of only working day shift; not working or being available at busy times of the year, such as major local events; and not available, no answer, or no response when contacted about incidents occurring in their jurisdiction. This is a disservice to the residents of Ennis and the citizens of Madison County.

The Montana legislature has imposed the duty upon a municipality to maintain an adequate police force (ref. Montana Code Annotated 7-32-4101). In the absence of law enforcement, the Sheriff may enforce county and state law within city limits. However, the Town of Ennis does have a police department and is not absent law enforcement. It is the duty and obligation of the Town of Ennis, through the Ennis Police Department, to maintain law and order within its jurisdiction.

There has been no communication from the Town of Ennis or the Ennis Police Department stating that they are not able to provide adequate law enforcement services to the residents of Ennis. Therefore, as stated in the letter to you dated July 18, 2023, the Madison County Sheriff's Office will only be responding to active emergencies, in progress felonies and felonies committed against a person. Furthermore, costs for any law enforcement services provided by the Madison County Sheriff's Office within Ennis city limits will be invoiced to the Town of Ennis.

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MADISON COUNTY SHERIFF'S OFFICE
VIRGINIA CITY, MT

The billing for these costs will begin on September 1, 2023. The rate will be \$75.00 per hour per deputy. There will be a three (3) hour minimum charge for response to any call for service or incident within Ennis city limits, when there is no Ennis Police Officer available, on shift, or if they refuse to respond. Any time incurred after the three-hour minimum will be billed on a per hour basis. This includes any office time, report writing, investigation, evidence collection and processing, follow up, court appearances and any other time spent on a call for service or incident within Ennis city limits. The per hour rate is a flat rate for any patrol deputy, sergeant, or captain and includes salary, benefits, payroll expenses, patrol vehicle use, and equipment.

This method of reimbursement is subject to change, and is temporary, until a new agreement is finalized. Additionally, there will be no expectation on the time it takes for a deputy to respond, as they may be on other assignments or calls for service throughout the county.

If the Town of Ennis is unable to provide adequate law enforcement services, it must notify the Madison County Sheriff's Office of its inability to provide such services in writing. It must include the dates and times of the requested coverage assistance. Until a new agreement is reached it will be assumed, unless stated otherwise, that the Ennis Police Department will have their jurisdiction covered 24/7 for law enforcement services.

An agreement for the Ennis Police Department's use of the Madison County Communications Center dispatch services will be forthcoming. In the event the Town of Ennis and the Ennis Police Department elect not to use our dispatch services; all emergency calls in Ennis city limits will be forwarded to the Ennis Police Department, whether an Ennis Police Officer is on shift or not. For all non-emergency calls, the caller will be given contact information for the Ennis Police Department to contact them directly.

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MADISON COUNTY SHERIFF'S OFFICE VIRGINIA CITY, MT

We propose negotiating a new Memorandum of Agreement for the Town of Ennis and Madison County Sheriff's Office for law enforcement services. There are two options we are proposing:

Option 1: The Madison County Sheriff's Office will invoice for all law enforcement services it provides within Ennis town limits. We will work with the Ennis Police Department and provide shift coverage when requested. This will be billed on a per shift basis to include all reimbursable costs. There will be an additional agreement and cost for dispatch services that are provided to the Ennis Police Department.

Option 2: An agreement, with the Town of Ennis, for the Madison County Sheriff's Office to provide all law enforcement services within town limits, to include dispatch.

The current precedent throughout the state of Montana is that in the absence of law enforcement, the city or town contracts and pays for law enforcement services with the county Sheriff. If law enforcement services are absent in a town or city, the Sheriff may enforce county and state law throughout a county including a city or town. This does not relieve the town of its lawful obligation to provide a police department and pay for such services if they are absent or lacking.

It is the duty of the Chief of Police to maintain law and order within their jurisdiction and manage their police department. Additionally, it is the duty of the town mayor and town council to oversee the Chief of Police and the police department. The Madison County Sheriff's Office is willing to provide consulting services to the Town of Ennis in reviewing the Ennis Police Department and its capabilities.

The jurisdiction of the Ennis Police Department, its Chief and its officers, is within Ennis city limits only. They are not to enforce traffic or criminal law outside city limits for violations that occurred outside city limits. They may however, make traffic stops, detain, and investigate outside city limits for violations of law that occurred inside city limits.

It would be helpful to know what kind of service and what level of service, if any, the Town of Ennis would like from the Madison County Sheriff's Office. Having this information will give us some direction in what type of agreement we need to develop.

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**MADISON COUNTY SHERIFF'S OFFICE
VIRGINIA CITY, MT**

Thank you for your understanding and prompt consideration in this matter. We will be forwarding this letter, and past correspondence with you, to all Town of Ennis council members.

Respectfully,

A handwritten signature in dark ink, appearing to read "Dw Hedges".

Duncan Hedges
Madison County Sheriff

Cc: Madison County Commissioners: Dan Allhands, Ron Nye, William Todd
Ennis Council Members: Tina Allison, Nikki Hankins, Cory Hardy, Brandi Palmerton, Craig Abernethy

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MADISON COUNTY LAW ENFORCEMENT SERVICES

10 year Deputy Cost (Wage/Benefits): \$ 104,949.65
 Cost per Hour: \$ 50.46
 Cost per 10 hr Shift: \$ 504.57

Total Vehicle / Equipment Costs (5 years): \$ 88,783.00
 Vehicle / Equipment Costs (1 year): \$ 17,756.60
 Cost per 10 hr Shift: \$ 85.37

Yearly Deputy & Vehicle / Equip Cost: \$122,706.25
 Cost per Hour: \$ 58.99
 Cost per 10 hr Shift: \$ 589.93

Coverage Proposal A:

	% Time Ennis	Days	Cost
1 Deputy - Ennis Area - Day Shift:	50%	365	\$ 107,662.94
1 Deputy - Ennis Area - Night Shift:	50%	365	\$ 107,662.94

Total LE Cost for Year: \$ 215,325.87

3% Communications Cost per Year: \$ 33,808.29

Total Cost LE and Communications: \$ 249,134.16

3% Increase - Total Year 2: \$ 256,608.19
 3% Increase - Total Year 3: \$ 264,306.43
 3% Increase - Total Year 4: \$ 272,235.62

Coverage Proposal B:

	% Time Ennis	Days	Cost
1 Deputy - Ennis Area - Day Shift:	50%	365	\$ 107,662.94
1 Deputy - Ennis Area - Night Shift:	50%	365	\$ 107,662.94

Total LE Cost for Year: \$ 215,325.87

0% Communications Cost per Year: \$ -

Total Cost LE and Communications: \$ 215,325.87

5% Increase - Total Year 2: \$ 226,092.16
 5% Increase - Total Year 3: \$ 237,396.77
 5% Increase - Total Year 4: \$ 249,266.61

MADISON COUNTY
DISPATCH SERVICES

Communications 23-24 Budget:	\$	1,126,943.00
911 Emergency 23-24 Budget:	\$	262,858.00
Total:	\$	1,389,801.00

Calls for Service 2022 - Total:	8559
Calls for Service 2022 - Ennis:	1214
% of CFS in Ennis:	14%

Calls for Service 2023 - Total:	7713
Calls for Service 2023 - Ennis:	1173
% of CFS in Ennis:	15%

15% Communications Budget:	\$	169,041.45
10% Communications Budget:	\$	112,694.30
5% Communications Budget:	\$	56,347.15
3% Communications Budget:	\$	33,808.29

Town of Ennis - 1 mil:	\$	4,958.69
17 mils:	\$	84,297.73