Tom Hanson

1999 AP 29 PM 12:10
DELAWARE COUNTY IOWA
FILED

1999 APR 29 P 12:10
RECORDER'S CERTIFICATE
DELAWARE COUNTY, IOWA
DEPUTY RECORDER
$16.00

William D. Werger 401 East Main Street, Manchester, Iowa (319)927-5920

AGREEMENT FOR GENERAL LAW ENFORCEMENT SERVICES

This agreement is entered into this 26 day of May, 1998, by and between the City of Delhi, the Chief of Police of Delhi, Iowa, hereinafter referred to as the "Chief", and the City of Hopkinton.

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IOWA
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STATEMENT OF AGREEMENT

The City of Delhi and its Chief agree to provide general law enforcement services to the City of Hopkinton and Hopkinton hereby agrees to engage Delhi through its Chief to provide such services in accordance with and subject to the terms of this agreement.

LEGAL BASIS

This agreement is authorized by the provisions of Chapter 28E of the Code of Iowa (1997).

GENERAL LAW ENFORCEMENT SERVICES DEFINED

General law enforcement services include, but are not limited to, city patrol and criminal investigations and all auxiliary and technical services thereto now provided by the Chief to the City of Delhi. All references to general law enforcement services contained in this agreement are references only to services that shall be delivered under the terms of this agreement.

DELIVERY OF SERVICES

Delivery of services shall be provided as follows:

1. SERVICE AREA: The Chief shall provide general law enforcement services within the corporate limits of the City of Hopkinton.

2. ENFORCEMENT RESPONSIBILITIES: The Chief shall enforce State statutes, county ordinances and Hopkinton city ordinances. The Chief shall not be required to assume any other law enforcement duty or function not consistent with those customarily performed by the Chief under the charter of the city of Delhi and the statutes of the State of Iowa.

3. DELIVERY OF SERVICE: The Chief shall deliver general law enforcement services to the City of Hopkinton each day. More specifically, the Chief shall be on patrol in the City of Hopkinton in a patrol car for a minimum of 20 hours per week. It is understood that the Chief would not necessarily patrol in the City of Hopkinton each day, but would be required to respond to an emergency call from those in immediate need of the Chief's attention within the City when the Chief is on duty.

4. SERVICE MANAGEMENT: The planning, organization, scheduling, direction and supervision of all matters incident to the delivery of general law enforcement services to the City of Hopkinton shall be determined by the Chief. The Chief shall work in conjunction with the Mayor of Hopkinton to determine the schedule of patrol time within the City of Hopkinton.

5. RESPONSIVENESS: The Chief shall give prompt consideration to all requests of the City regarding the delivery of general law enforcement services. The Chief shall make every effort to respond to these requests if he is on duty and the request requires a response considering good law enforcement practices.

RESOURCES

Resources shall be provided as follows:

1. DELHI'S RESPONSIBILITY: Unless specifically agreed to in another part of this agreement, the City of Delhi shall, in addition to providing the services of the Chief, furnish all equipment, facilities and supplies required to provide general law enforcement services to the City of Hopkinton. Hopkinton further agrees that the Chief may use the equipment, facilities and supplies, if needed, to provide law enforcement services to any area outside of the City of Hopkinton.

2. INDIVIDUAL OWNERSHIP OF PROPERTY: The City of Hopkinton and the City of Delhi shall each retain title to the property each may acquire in fulfilling their respective obligations under this agreement. Each party shall dispose of its own property as it sees fit.

3. HOPKINTON'S RESPONSIBILITY: The City of Hopkinton shall provide and maintain an office and parking space suitable for the use of the Chief in providing general law enforcement services to the City of Hopkinton. Hopkinton further agrees that the Chief may also use these facilities as needed to provide law enforcement services to areas outside the City.

LIABILITY

Liability shall be assumed as follows:

1. CITY OF DELHI: The City of Delhi shall assume liability for, defend against, indemnify and hold harmless the City of Hopkinton from all costs or damages for injury to persons or property caused by the Chief in providing or failing to provide general law enforcement services to the City of Hopkinton, including attorneys fees and investigation costs for defense against such claims.

2. CITY OF HOPKINTON: Hopkinton shall assume liability for, defend against, indemnify and hold harmless the City of Delhi and its Chief from all costs or damages for injury to persons or property caused by the City of Hopkinton or any agents thereof, including attorneys fees and investigation costs for defense against such claims.

EMPLOYMENT

1. STATUS: The Chief and all other persons employed by the City of Delhi who are providing general law enforcement services to the City of Hopkinton shall be employees of the City of Delhi, and they shall not be entitled to any employment benefits or rights provided by the City of Hopkinton to its employees.

2. PAYMENT: The City of Hopkinton shall not be liable for the direct payment of salaries, wages or other compensation to the Chief or other personnel of the City of Delhi providing general law enforcement services to the City.

3. INDEMNITY: The City of Hopkinton shall both be liable for indemnity through worker's compensation or otherwise to the Chief or any other personnel of the City of Delhi for injury or sickness arising out of his/her employment providing general law enforcement services to the City of Hopkinton.

AUTHORITY

The Chief and any other personnel of the City of Delhi engaged in providing general law enforcement services to the City of Hopkinton shall be considered deputized by the City of Hopkinton with the purpose of giving official status to their acts in performing municipal functions within the scope of the agreement. This provision shall be implemented by an ordinance in the City of Hopkinton.

DOG CALLS

The Chief providing general law enforcement services shall not be required or expected to answer nuisance dog calls that do not involve threat of bodily injury to any person. The City of Hopkinton shall assume all responsibility for these nuisance calls. The Chief and the City of Delhi personnel providing general law enforcement services shall not be responsible for the impoundment of dogs found running at large. The Chief may file charges against the owner of any dog found to be in violation of the City ordinance if the owner is known and the offense occurs in the presence of the officer. The Chief may also file charges if another citizen is willing to swear out a complaint and to testify in Court with regards to the prosecution of the ordinance violation. The Chief shall not be responsible for transportation of stray dogs. The Chief will assist in taking whatever action is necessary to insure the safety of the public from vicious animals.

COMPENSATION

Fees and payments shall be as follows:

1. FEES: The City of Hopkinton shall pay the City of Delhi an amount equal to $16.00 per hour for every hour expended by the Chief engaged in general law enforcement services delivered during the term of this agreement. Compensation shall include transportation time to and from Delhi.

2. BILLING: The City of Delhi shall invoice the City of Hopkinton on a monthly basis for the fees generated in the previous month. Payments shall be made by check payable to the City of Delhi.

3. DELINQUENCY: If the City of Hopkinton does not make full payment of any monthly invoice, the City of Delhi may give notice to terminate this agreement within thirty days after notice of delinquency is given to the City of Hopkinton. In such case, the City of Delhi shall be liable for general law enforcement services rendered until the date of termination of the agreement.

4. DOCUMENTATION: The Chief and the City of Delhi shall provide written documentation of the total hours of general law enforcement services provided by the Chief to the City of Hopkinton and the dates on which such services were rendered. This documentation shall be provided to the City of Hopkinton by the City of Delhi together with any invoice for monthly services.

TERM

The agreement shall take effect on July 1, 1998 and shall continue for one year. The agreement shall continue thereafter from year to year unless notice to terminate is given by either party to the agreement at least 90 days prior to the termination date of the then existing agreement term.

MODIFICATION

The parties may agree to change such matters as compensation, patrol hours or other contractional terms without the necessity of formally terminating this entire agreement. Any such modification shall be in writing and shall be signed by all parties prior to taking effect.

Roy Atkinson — 5-26-98

City of Delhi, Iowa — Date
By Roy Atkinson, Mayor

Daniel J. Tucker — 6-2-98

City of Hopkinton, Iowa — Date
By Daniel J. Tucker, Mayor

David L. Weatherwax — 5-28-98

David L. Weatherwax, Chief of Police — Date
Delhi, Iowa