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Mail to Auditor

Prepared By: John A. LeClere, Sheriff, 304 E. Delaware St, Manchester, IA 52057
(563) 927-3135

AGREEMENT FOR GENERAL LAW ENFORCEMENT SERVICES

This Agreement is entered into this 12th day of November, 2002, by and between Delaware County, hereinafter referred to as the County; the County Sheriff, hereinafter referred to as the Sheriff; and the separate city of Delhi and any area contracted with Delhi for law enforcement services, hereinafter referred to as Delhi and its contracted areas.

I.

STATEMENT OF AGREEMENT. The County and its Sheriff agree to provide general law enforcement services to Delhi and its contracted areas, and, Delhi and its contracted areas agree to engage the County through its Sheriff to provide such service in accordance with and subject to the terms of this Agreement.

II.

LEGAL BASIS. This agreement is authorized by the provisions of Chapter 28E.24 of the State of Iowa.

III.

GENERAL LAW ENFORCEMENT SERVICES DEFINED. General law enforcement services consist of patrol and investigation and all auxiliary and technical service now provided by the Sheriff's Office in support of patrol and investigation. 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.

IV.

DELIVERY OF SERVICES. Delivery of services shall be provided as follows:

1. Service Area. The Sheriff shall provide general law enforcement services within the corporate limits of Delhi and any contracted area.
2. Enforcement Responsibilities. The Sheriff shall enforce state statutes, county ordinances, and ordinances of Delhi and any contract areas that are of the same type and nature as state statutes enforced by the Sheriff. The Sheriff shall not be required to assume any other enforcement duty or functions not consistent with those customarily performed by the Sheriff under the charter of the County and the statutes of this State.
3. Delivery of service. The Sheriff shall deliver various hours of general law enforcement services each day in addition to law enforcement services now delivered to Delhi and any contract areas as provided by law. More specifically, the Sheriff shall provide law enforcement services to Delhi and any contract areas upon the request of the City of Delhi or the Delhi Police Department. The Sheriff shall provide law enforcement services for the period of time specified by the City of Delhi or the Delhi Police Department. The City of Delhi will provide the Sheriff with a reasonable amount of advance notice as to when they will require law enforcement services.

4. Service Management. The planning, organization, scheduling, directions and supervision of the Sheriff's personnel and all other matters incident to the delivery of general law enforcement services to Delhi and any contracted area shall be determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of his personnel working in Delhi or any of its contracted areas.
5. Responsiveness. The Sheriff shall give prompt consideration to all requests of Delhi and any contracted areas regarding the delivery of general law enforcement services. The Sheriff shall make every effort to comply with those requests if they are consistent with good law enforcement practices.
6. Coordination. Delhi and any contracted areas shall each designate a specific individual and alternates to make or receive requests and to confer upon matters concerning the delivery of general law enforcement services to Delhi or any contracted areas.

V.

RESOURCES. Resources shall be provided as follows:

1. County Responsibility. Unless specifically agreed in another part of this Agreement, the County shall furnish all labor, equipment, facilities and supplies required to provide general law enforcement services to Delhi and any contracted areas.
2. Individual Ownership of Property. The County and the City of Delhi and any contracted areas shall retain title to the property each may acquire to full-fill its obligations under this Agreement, each party may dispose of its property as it sees fit.
3. Cities' Responsibility. Delhi and any contracted areas shall provide office space if needed that is suitable for the use of the Sheriff's personnel providing general law enforcement services.

VI.

LIABILITY. Liability shall be assumed as follows:

1. County. The County shall assume liability for, defend against, and secure Delhi and any contracted areas from all costs or damages for injury to persons or property caused by the County in providing or failing to provide general law enforcement services to Delhi and any contracted areas.
2. Cities. Delhi and any contracted areas shall assume liability for, defend against, and exempt the County from all costs or damages for injury to persons or property caused by the City of Delhi and any contracted areas.

VII.

PERSONNEL.

1. Employee Status. All persons employed by the Sheriff in providing general law enforcement services to Delhi and any contracted areas shall be County officers or employees, and, they shall not have any benefit, status or right of Delhi or any contracted areas employment.
2. Payment. Delhi and any contracted area shall not be liable for the direct payments of salaries, wages, or other compensation to County officers or employees providing general law enforcement services to Delhi and any contracted areas.
3. Indemnity. Delhi and any contracted areas shall not be liable for indemnity to any County officer or employee for injury or sickness arising out of his employment in providing law enforcement services to Delhi and any contracted area.

VIII.

MUNICIPAL AGENCY. For the sole purpose of giving official status of their acts when performing municipal functions within the scope of this Agreement, every County officer or employee engaged in providing general law enforcement services to Delhi and any contracted areas shall be considered an employee of Delhi and the contracted area. This provision shall be implemented by an ordinance of Delhi and any contracted area.

IX.

FEES. Fees and payments shall be as follows:

1. Total Sum. The City of Delhi shall pay the County the sum assigned to it in the Appendix attached to this Agreement for general law enforcement services delivered during the term of this Agreement.
2. Computation. This total sum shall not include expenses attributable to services of facilities normally provided to all cities within the County as part of the enforcement duties and functions customarily performed by the Sheriff under the charter of the county and the statutes of this State.
3. Adjustment. The County may adjust the total sum in accordance with changes in the costs of providing general law enforcement services. The County shall notify Delhi in writing of each adjustment. The adjusted rate shall become effective on the 1st of the next calendar month following the date of notice.
4. Billing. The County shall bill Delhi for services rendered at the end of the period that law enforcement services were provided. Payment for these services will be due 60 days from the date of the invoice. Payment shall be made by check made payable to the Delaware County Sheriff, and mailed to the Delaware County Sheriff's Office in Manchester, Iowa.
5. Deliquency. If the City of Delhi does not make full payment by the end of the year, the County may terminate this Agreement and Delhi shall be liable for general law enforcement services rendered to the time of termination.

X.

TERM. This Agreement shall take effect on November 18, 2002, and shall continue through July 1, 2003.

XI.

RENEWAL. Unless terminated, this Agreement shall be renewed automatically for successive terms of one (1) year.

XII.

CANCELLATION. Either party may cancel this Agreement upon giving a thirty (30) day written notice as to their intent to cancel this Agreement.

Dated this the 18 day of November, 2002

County of Delaware

Shirley E. Helmrich

Chairman, Board of Supervisors

Dated this the 12th day of November, 2002

John A. LeClere

Delaware County Sheriff

Dated this the 12TH day of November, 2002

City of Delhi

Roy Atkinson

Mayor